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# DECLARATION OF COVENANTS AND RESTRICTIONS FOR BONITA FAIRWAYS

**THIS DECLARATION** is made this 25th day of September, 1997, by ALAGOLD COMMUNITIES, LTD., L.L.P., a Florida limited liability partnership, (the "Declarant"), for itself and its successors, grantees, and assigns.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: TRENT A. VOGES, D.C.

## PREMISES:

**WHEREAS** Declarant owns certain real property in Lee County, Florida, described in Exhibit "I-1" hereto, on which it intends to create a planned residential development of detached single-family homes, modular housing, multi-family structures and related commonly used recreational facilities and amenities, to be known as "BONITA FAIRWAYS" (the "Community"); and

**WHEREAS** in order to enforce the covenants and restrictions, preserve, protect and maintain the commonly used property and amenities in the Community, and promote the general health, safety and welfare of the owners and residents, Declarant deems it desirable to subject the property in the Community to certain common protective covenants and restrictions, intended to run with the land; and

**WHEREAS** to provide an entity to operate the Community and accomplish the purposes and intents herein set forth, Declarant has caused to be created Bonita Fairways Community Association, Inc., a Florida corporation not for profit (the "Community Association"); and

**WHEREAS** Declarant shall, in its sole discretion, from time to time, convey, lease or grant other ownership, possessory or use right in and to lands within or without the Community by deed, easement, or other instrument of conveyance to the Community Association (which must accept the same) for the purposes of maintenance, landscaping, drainage, recreation or other purposes for the use or benefit of the owners of property in Bonita Fairways, and their families, tenants, guests and invitees;

**NOW THEREFORE** the Declarant, and any other person who consents to, or joins in, the making of this Declaration, hereby declare(s) that the real property described in Exhibit "I-1" hereto, as that Exhibit may be amended from time to time, is and shall be owned, used, sold, conveyed,

encumbered, demised and occupied subject to the covenants, conditions and restrictions set forth in this Declaration, which shall run with the land and inure to the benefit of each owner thereof.

1. **DEFINITIONS.** Certain words and phrases are used in this Declaration and its recorded exhibits with the meanings stated below, unless the context clearly admits and requires another meaning.

OR 2872 PG 2888

1.1 "Architectural Review Committee" or "ARC" means the Architectural Review Committee as established and empowered in Section 6 of this Declaration.

1.2 "Assessment" or "assessments" means the share of the funds required for the payment of the expenses of the Community Association which from time to time is assessed against each of the Lots and Living Units in the Community, including without limitation annual assessments and special assessments, as authorized in Section 9 of this Declaration.

1.3 "Board" means the Board of Trustees of the Community Association.

1.4 "Bonita Fairways" is the name of the Community.

1.5 "Common Areas" means any and all land and improvements thereon owned by, leased to, or dedicated by recorded plat to the Community Association for the use and benefit of some or all of its members.

1.6 "Commons Association" means a mandatory membership association which owns and operates land and facilities to be used by the owners in two (2) or more Neighborhoods.

1.7 "Community" means the real property described in Exhibit "I-1", as it may be amended from time to time, and all improvements thereon.

1.8 "Community Association" means Bonita Fairways Community Association, Inc., a Florida corporation not for profit, which has its principal place of business in Lee County, Florida, and its successors and assigns.

1.9 "Community Declaration" means this Declaration

1.10 "County" or "the County" means Lee County, Florida.

1.11 "Declarant" means Alagold Communities, Ltd., L.L.P., a Florida limited liability partnership.

1.12 "Developer" means the Declarant, or any person to which the Declarant specifically assigns any or all rights it may have under this Declaration to develop property within the Community.

1.13 "District" means South Florida Water Management District.

1.14 "Family" means one adult natural person residing in a Living Unit, that person's lawful spouse, if any, and their unmarried children who regularly reside with them, if any.

1.15 "Golf Course" refers to the land and improvements comprising an eighteen hole golf course located within the Community known, and known as Bonita Fairways Golf and Country Club.

1.16 "Governing Documents" means this Declaration and all recorded exhibits to it, including the Articles of Incorporation and Bylaws of the Community Association, all as amended from time to time.

1.17 "Guest" means a person who is physically present in a Living Unit, or occupies it on a temporary basis at the invitation of the owner or other legally permitted occupant, without paying valuable consideration.

1.18 "Institutional Mortgagee" means:

(A) a lending institution holding a first mortgage encumbering a Lot or Living Unit, including without limitation any of the following types of institutions: a federal or state savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgagees, including without limitation the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Housing Administration ("FHA"), and the Veterans Administration ("VA"); or

(C) the Declarant, and any and all investors and lenders, or the successors and assigns of such investors or lenders, which have loaned money to Declarant to acquire land comprising the Community or construct improvements, and who have a first mortgage lien on all or a portion of the Community securing such loan.

An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee.

1.19 "Lease," when used in connection with a Living Unit, means the grant by the owner of a Living Unit to another person of a temporary right to reside in the Living Unit for valuable consideration.

1.20 "Living Unit" or "Unit" means any residential structure, including a detached residence, a villa or townhouse, or a condominium unit, located within the Community and intended for occupancy by one family as its place of residence. If a Living Unit is a free-standing or attached home or villa located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as though followed immediately by the words "and the Lot on which it is located."

1.21 "Lot" means one or more of the platted portions of land into which the Properties have been or will be subdivided, upon each of which a single Living Unit has been, or is intended to be, constructed. Unless the context clearly requires a different interpretation, "Lot" shall be interpreted as though it were followed immediately by the words "and the Living Unit constructed thereon."

1.22 "Member" means any or all of the persons who are members of the Community Association, as provided in the Governing Documents.

1.23 "Neighborhood" means a condominium, cluster housing, group of single family homes or any other residential sub-area development within the Community, where all the Lots and Living Units are subject to a single common set of recorded neighborhood covenants.





OR 872 PG 2889

1.24 "Neighborhood Association" means a condominium association, or an incorporated homeowners association as defined in Section 617.301(7), Florida Statutes (1997), as amended from time to time, or any other incorporated mandatory membership property owners association operating a Neighborhood.

1.25 "Neighborhood Common Areas" means that real property, including any improvements and fixtures thereon, which is owned or leased by, or dedicated to, a Neighborhood Association or a Commons Association, for the common use and enjoyment of its members. If any Neighborhood has been submitted to the condominium form of ownership, the term includes the common elements of the condominium.

1.26 "Neighborhood Covenants" means any and all covenants, conditions, restrictions, and other provisions imposed by a recorded declaration of covenants or other similar instrument, applicable to only one or more specific Neighborhoods within the Community. The term also refers to any and all exhibits to the recorded declaration, including the recorded Articles of Incorporation and Bylaws of the Neighborhood Association.

1.27 "Occupy" when used in connection with a Living Unit, means the act of using the unit as one's residence on two or more consecutive days, which may include staying overnight. An "Occupant" is one who occupies a Living Unit.

1.28 "Owner" means the record owner of legal title to any Lot or Living Unit.

1.29 "Parcel" means an unplatted or undeveloped portion of the Community that is not within a Neighborhood, the Common Areas or part of the Golf Course.

1.30 "Rules and regulations" means the administrative regulations governing use of the Common Areas and procedures for administering the affairs of the Community Association, as adopted, and amended from time to time by resolution of the Board of Trustees.

1.31 "Service assessment" or "Service charge" means a charge against one or more Lots or Living Units for any services, materials or combination thereof which may be provided by the Community Association for the use and benefit of the owner(s) of those Lots or Living Units on a voluntary basis, such as contracting in bulk for repairs, utility or telecommunication services, materials or maintenance. The amounts paid or debts incurred by the Community Association on behalf of owners accepting or receiving such materials or services shall be the basis for a service assessment or service charge against the Lots or Living Units so benefited. An Owner is deemed to have agreed to such assessments or charges by the act of subscribing to, requesting, or accepting the use and benefits of the materials or services.

1.32 "Structure" means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the construction or use of which requires a more or less permanent location on the ground, or which is attached to something else having a permanent location on the ground. The term shall be construed as if followed immediately by the words "or part thereof. "The term includes without limitation all Living Units, swimming pools, spas, screen enclosures, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets and other play equipment, and storage sheds.

1.33 "Voting Group" means a group of members who are the only members entitled to vote in the election of one (1) or more Trustees of the Community Association, as more particularly described in



OR 2872 PG 2890

Section 11.7 of this Declaration, and in a Supplemental Declaration to be recorded before turnover of control as provided therein.

1.34 "Voting Interests" means the arrangements established in Section 2 of the Bylaws of the Community Association by which the members are entitled to vote in the affairs of the Community Association. The number of non-Developer voting interests of the Community Association is equal to the number of Living Units in the Community which are substantially completed, and have been conveyed to purchasers other than a Developer.

1.35 "Voting Representative" means the representative selected by the members in each Neighborhood to be responsible for casting the votes of the members in all Community Association matters other than the election of Trustees.

OR2872 PG2891

2. GENERAL DEVELOPMENT PLAN. Declarant intends that Bonita Fairways be developed as a multi-phased, planned community comprising residential and recreational uses. Living Units will be grouped together in residential Neighborhoods, which will be administered by Neighborhood Associations. Neighborhood Associations shall assess their own members for their operating expenses, but are not responsible for collecting their members' shares of the common expenses of the Community Association under this Declaration.

2.1 Bonita Fairways Golf and Country Club. The Community will be developed around, and in conjunction with, an 18-hole semi-private Golf Course and related facilities. Initially, the Golf Course will be owned and operated by the Developer or another entity affiliated with or controlled by the Developer. The course will intertwine through the Community. One of the likely effects of establishing a recreational facility that may be open to the public within a private residential community is that more persons will be using the roads and parking facilities. Declarant reserves for itself and for the Community Association, the right to unilaterally grant over, across and through the Community, any easements which are reasonably necessary for the use and enjoyment of these facilities. BY PURCHASING A LIVING UNIT IN BONITA FAIRWAYS AND BEING A MEMBER OF THE COMMUNITY ASSOCIATION, A PURCHASER ACQUIRES NO VESTED OWNERSHIP OR MEMBERSHIP INTEREST IN, OR RIGHT TO USE, THE GOLF COURSE OR RELATED FACILITIES, TO ANY GREATER DEGREE THAN A MEMBER OF THE PUBLIC WHO IS NOT AN OWNER IN BONITA FAIRWAYS. The Community Association may lease space in the clubhouse to the owner of the Golf Course for use as a pro shop, locker rooms, etc. See also Section 8.1 below.

2.2 Construction period; quiet enjoyment. Incident to the development process, the quiet enjoyment of already completed parts of the Community may be unavoidably interfered with to some extent by construction operations. From time to time, Declarant and others may present to the public certain renderings, plans and models showing possible future development of the Bonita Fairways. Declarant does not warrant in any way the schemes in these renderings, plans or models or how the future improvements in this Community will actually be developed. Any such renderings, plans or models are primarily thematic in nature, and can in no way be relied upon as representing a guaranteed final plan of development.

3. THE COMMUNITY ASSOCIATION; PURPOSES AND POWERS. The primary duties of the Community Association are to own, operate and maintain the Common Areas; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control of future alterations

and additions to real property, other than the original construction by the Declarant or another Developer; and to take such other actions as the Community Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Community Association will operate, maintain and repair all property and related improvements designated by Declarant as Common Areas, regardless of whether title to that property has yet been formally conveyed to the Community Association.

OR2872 PG2892

**3.1 Common Areas.** The Community Association shall operate, maintain and, when deeded by the Developer, hold record title to the Common Areas. The Common Areas are all portions of the Community that are not part of a Neighborhood or the Golf Course. Common Areas include, but are not limited to, the Clubhouse and related recreation facilities and amenities, private roads not within any Neighborhood, the Stormwater Management System, and entranceways. The Board of Trustees may promulgate reasonable rules and regulations regarding use of the Common Areas consistent with the Governing Documents. Use of Common Areas shall be generally available to all members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Common Areas and the facilities located thereon, or connected therewith, are a common expense of the Community Association and assessed against all Lots and Living Units subject to assessment as further provided in Section 9 of this Declaration.

**3.2 Management contracts.** The Community Association has the right and the power to contract for professional management both before and after turnover of control of the Community Association as described in Section 8 of the Bylaws, but any such contracts entered into before turnover shall not bind the Community Association after turnover unless the contract includes a right of termination by the Community Association on thirty (30) days written notice, exercisable with or without cause at any time. No management contract may be entered into if it requires the Community Association to indemnify or otherwise relieve the manager of any liability or responsibility for the consequences of its own negligence or wrongful acts omissions, or those of its employees, agents and contractors.

**3.3 Personal Property.** The Community Association may acquire, encumber, buy, sell, lease, trade, and own tangible and intangible personal property, such powers to be exercised by the Board of Trustees in the exercise of its good business judgment.

**3.4 Insurance.** The Community Association shall procure and maintain adequate policies of public liability insurance, and any other insurance required in Section 12 below, or that the Board of Trustees deems advisable or necessary. All persons with access to Community Association funds shall be bonded in such amounts as the Board may determine.

**3.5 Express and Implied Powers.** The Community Association may exercise any rights, powers or privileges given to it expressly by the Governing Documents or by law, and every right, power or privilege reasonably inferable therefrom.

**3.6 Acts of the Community Association.** Unless the approval or affirmative vote of the members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Community Association may be given or taken by its Board of Trustees, without a vote of the members. The officers and Trustees of the Community Association have a fiduciary relationship to the members. A member does not have authority to act for the Community Association by reason of being a member.

3.7 Member Approval of Certain Litigation. Notwithstanding any other provisions of the Governing Documents, the Board of Trustees shall be required to obtain the prior approval of at least two-thirds (2/3rds) of the voting interests of the Community Association prior to paying, or obligating itself to pay, legal fees or other expenses to any person engaged by the Community Association for the purpose of commencing any lawsuit, other than for the following purposes:

(A) the collection of assessments;

(B) the collection of other charges which members are obligated to pay;

(C) the enforcement of the Governing Documents;

(D) the enforcement of the rules and regulations of the Community Association;

(E) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Community Association or its members; or

(F) filing a compulsory counterclaim.

3.8 Articles of Incorporation. The Articles of Incorporation of the Community Association are attached to this Declaration as Exhibit "I-3"

3.9 Bylaws. The Bylaws of the Community Association shall be the Bylaws attached as Exhibit "I-4" as they may be amended from time to time.

3.10 Official Records. The Community Association shall maintain its official records, and allow access and photocopying rights to all members, as required by law. The Board of Trustees may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose reasonable fees to cover the costs of providing copies of the official records, including without limitation, the costs of copying. With respect to the recorded Governing Documents, the Community Association shall maintain an adequate number of current copies of the Governing Documents to ensure availability to members and prospective members, and may charge its actual costs for reproducing and furnishing copies of the Governing Documents to persons entitled to receive them.

3.11 Non-Applicability of Condominium Act. The Community Association is not a condominium association and therefore is not subject to the provisions of Chapter 718, Florida Statutes, except where specific provisions of Chapter 718 are incorporated by reference. This Declaration is not a declaration of condominium. No portion of the Community is submitted by this Declaration to the condominium form of ownership, unless that property is legally described in a declaration of condominium specifically prepared in accordance with Chapter 718, Florida Statutes, executed by or consented to by the Declarant. Further, the express intent of this Declaration is that all vested property rights created hereunder shall not be retroactively affected by laws enacted subsequent to the date of recording this Declaration.

4. MEMBERSHIP; VOTING RIGHTS. Every owner of record legal title to a Lot or Living Unit within the Community is also automatically a member of the Community Association. Membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Community Association. Membership is not assignable and/or



OR2872 PG2893

transferable by any method other than the sale or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit, the transferor shall be deemed to have automatically assigned and transferred the membership with the property whether specifically so stated in the instrument of conveyance or not. Upon the lease of a Living Unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have no such rights. If a member delegates his privileges to a tenant residing in his Living Unit, the member shall not be entitled to use of the facilities, except as the guest of another member, during the period of the delegation. A member's rights and privileges to use the facilities shall be limited as set forth in this Declaration and in the Bylaws, and the Board of Trustees may adopt rules to prevent dual use of Common Area facilities by both an owner and the lessee of his Living Unit.

OR2872 PG2894

4.1 Community Association Rights and Easements. Members in good standing and their families and guests have the non-exclusive privilege to use the Common Areas subject to:

(A) The right of the Community Association to adopt the annual budget and determine the annual assessments to be paid by members;

(B) The right of the Community Association to charge any admission, use, or other fees for any Common Areas or Association property as the Board may deem appropriate. The fees may be higher for non-owners than for owners;

(C) The right of the Community Association to suspend the right of a member and anyone residing in the owner's Living Unit to use part or all of the Common Areas during the period of time that any assessments or charges against the member's Lot or Living Unit are past due and remain unpaid, and for a reasonable period during or after any infraction of the Community Association's rules and regulations;

(D) The authority of the Community Association to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

(E) The right of the Community Association to grant easements over, across or through the Common Areas;

(F) The right of the Community Association to open the Common Areas for use by non-members of the Community Association or non-owners.

(G) The right of the Community Association to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage the Common Areas, or pledge as collateral the Community Association's power to levy and collect assessments sufficient to repay the loan;

(H) The right of the Community Association to take such steps as are reasonably necessary to protect the Common Areas;

(I) The right of the Community Association to regulate parking and traffic on all private roads within the Community by reasonable means, including without limitation the use of access gates, speed bumps or other traffic calming devices; and

(J) The right of the Community Association, with the prior assent of a majority of the voting interests in each of the Neighborhood Associations, and two-thirds (2/3rds) of the Trustees of the Community Association, to acquire, assume all maintenance and operational responsibilities for, and to operate, the assets and facilities of the Bonita Fairways Golf and Country Club, with the acquisition and operating costs to be common expenses of the Community Association.

(K) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Community Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Community Association.

As long as the Declarant is offering Lots and Living Units for sale in the ordinary course of business, any and all rights and privileges of members, and any and all restrictions, limitations, conditions and rules and regulations that a member shall be subject to, shall not be amended without the consent of the Declarant.

4.2 Separation of Ownership. The ownership of a Living Unit and the Lot on which it is constructed may not be separated or separately conveyed, nor may any person who does not have an ownership interest in at least one Lot or Living Unit hold membership in the Community Association. Except as is otherwise expressly provided herein with respect to the Declarant, once title to the Common Areas, or any portion thereof, has been conveyed to the Community Association, Common Areas shall not be further abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the approval of not less than a majority of the voting interests of the members. The foregoing shall not be construed to limit the authority of the Declarant to transfer the Clubhouse and related amenities encumbered by a mortgage, or to limit the power of the Declaration or the Community Association, through its Board of Trustees, to grant easements over, across and through the Common Areas, if reasonably deemed necessary for the effective and efficient operation of the facilities or for the general benefit of the membership. Nothing herein shall be construed to prohibit judicial partition of any Lot or Living Unit owned in cotenancy.

5. GENERAL COVENANTS AND USE RESTRICTIONS. The Community may be used for the purposes provided for herein, subject to all zoning ordinances of Lee County, Florida. Declarant reserves the right and the power to assign and reassign various land uses within the Community in accordance with the Lee County ordinances, or any amendments thereto, and to inaugurate and implement variations from, modifications to, or amendments of the zoning requirements and any other governmental plans, land development regulations, development orders and development permits applicable to the Community.

5.1 Surface Water Management Systems, Lakes, and Wet Retention Ponds. The Community Association shall be responsible for maintenance of all surface water management systems, lakes, and water retention ponds in the Community.

(A) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an owner or Neighborhood Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area including, but not limited to lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the ARC.



OR2872 PG2895

(B) No owner, Neighborhood Association or other person shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Community Association or any appropriate governmental agency that may reasonably require access. Nonexclusive blanket easements for these purposes are hereby specifically reserved and created.

(C) No Lot, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the ARC and the District. No person other than the Declarant or the Community Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(D) All Stormwater Management systems, excluding those areas (if any) maintained by the County, will be the ultimate responsibility of the Community Association. The Community Association may enter any Lot, Parcel or Neighborhood Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management. The cost shall be a common expense of the Community Association, unless the need for the work was caused by a property owner.

(E) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any Stormwater Management Systems without first obtaining the necessary permits from all governmental agencies having jurisdiction, including South Florida Water Management District.

5.2 Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Community Association or to a Neighborhood Association, that association shall preserve and maintain it thereafter. No development may occur on such land, except structures or improvements which in the opinion of the Board of Trustees promote the use and enjoyment thereof as open spaces.

5.3 Lawns, Landscaping; Sprinkler Systems. All areas not covered by structures, walkways or paved parking facilities shall be maintained by their owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by the Developer or the County shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the owner. Lawns must be regularly cut and mulched areas regularly re-mulched. Irrigation systems located on Neighborhood Common Areas shall be the responsibility of the Neighborhood Association. Sprinkler systems located on the Common Areas shall be the responsibility of the Community Association.

5.4 Maintenance of Premises. No high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Neighborhood Common Area, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot or Neighborhood Common Area.



OR 2872 PG 2896

If an owner or Neighborhood Association permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days notice by the Community Association, the Community Association shall have the right to enter upon the premises and make such corrections and shall charge the owner or Association for the cost of the corrections. Until paid, this charge shall be a lien against the offending Lot or Neighborhood Common Areas. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in safe, and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

OR2872 PG2897

5.5 Litter. In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating.

5.6 Walls, Fences, Hedges, etc. No wall, fence, hedge, or other divider shall be constructed or maintained at a height of more than six feet above the ground level of any adjoining Lot or Neighborhood Common Area. No wall, fence, or a hedge shall be constructed on any Lot or Neighborhood Common Area unless its height, length, type, design, composition, material and location shall have first been approved in writing by the ARC. Height shall be measured from the finished grade of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the ARC, whose decision shall be final. Approval shall not be given for the construction of any wall, fence or hedge which materially interferes with the water view of any Lot or Living Unit.

5.7 Colors. The only exterior colors permitted on any structure are the approved colors as set forth in the Architectural Criteria. The initial exterior colors and design of structures shall be as approved by Declarant, and any later material changes are subject to approval in advance by the ARC.

5.8 Underground Utilities. Lines or wires for communication or the transmission of current shall be constructed, or placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by Declarant. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

5.9 Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, asphalt, or another hard surface approved by Declarant. Maintenance and repair of all driveways, parking and other paved parking facilities (except driveways serving only one single family home) shall be the responsibility of the Community Association (if located in the Common Areas) or the responsibility of the Neighborhood Association (if located in Neighborhood Common Areas). Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

5.10 Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the federal Telecommunications Act of 1996, as amended from time to time. The Community Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae.

The Community Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Living Unit and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Community Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, and the operation of electronic devices and home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.10 shall not apply to the Declarant.

OR 2872 PG 2898

5.11 Lighting. All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by Declarant. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the Community Association. Other types of low intensity lighting, including normal and customary Christmas decorations, which do not unreasonably disturb the other owners or occupants of the Community, shall be allowed.

5.12 Air Conditioners. Central air conditioning is required for all Living Units. Wall or window air conditioning or heating units are not permitted.

5.13 Solar Collectors; Roof Vents. Solar collectors, roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by Declarant or the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier.

5.14 Signs. No signs, billboards or advertisements of any kind, including without limitation, those of realtors, politicians, contractors or subcontractors, shall be erected anywhere within the Community without the written consent of the Declarant or the Board of Trustees, except signs used or erected by Declarant for sales and leasing purposes, entry and directional signs, and other signs that may be required by law. The Board shall not grant permission to erect signs on any Lot or Living Unit after it has been conveyed to the first purchaser, unless the sign is necessary to avert serious hardship to the owner of such Lot or Living Unit. If permission is granted to any person to erect a sign within the Community, the Board reserves the right to restrict the size, color, lettering and placement of such sign. The Board of Trustees and Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. If any sign is erected in violation of this provision, the Community Association shall have the right to enter the property on which the sign is located and remove it.

5.15 Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles. Commercial vehicles of any description, except those present temporarily on business, may not be parked in the Community. No boat, trailer of any kind, camper, mobile home, motor home, bus, truck camper, and no disabled, inoperative or unregistered vehicle of any kind shall be parked or stored anywhere in the Community unless kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport is not deemed a structure. No motor vehicle shall be parked anywhere other than on paved areas designated for that purpose, or in driveways and garages. Parking on lawns or landscaped areas is prohibited. No motor vehicle shall be used as a domicile or residence, either permanent or temporary while in the Community. Nothing in this Section is intended to apply to vehicles of persons involved in construction of the Community, or to mobile homes and other

prefabricated housing located in the Carousel Cove Neighborhood, at the time this Declaration is originally recorded.

**5.16** Living Units; Residential Use. Each Living Unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any Living Unit, nor may the name of the Community or the address of any Living Unit be publicly advertised as the location of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Living Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Living Unit. Such uses are expressly declared customarily incident to residential use. This Section 5.20 is, however, intended to prohibit commercial or business activity by a member which would unreasonably disrupt the residential ambiance of his Neighborhood or the Community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Neighborhood or Community by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients.

**5.17** Leasing of Living Units. No Living Unit may be leased or rented for a term of less than thirty (30) consecutive days, except that a lease for the entire month of February shall be deemed a lease for thirty (30) days. Neighborhood Covenants may establish stricter standards for particular Neighborhoods.

**THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TAX OR OTHER FINANCIAL BENEFITS (IF ANY) THAT COULD BE DERIVED FROM RENTING UNITS, OR THE AMOUNT OF RENTAL INCOME THAT CAN BE REALIZED. A PROSPECTIVE PURCHASER WHO DESIRES OR INTENDS TO PURCHASE A LIVING UNIT FOR USE AS A RENTAL PROPERTY SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGES AND DISADVANTAGES OF UNIT OWNERSHIP FOR THAT PURPOSE.**

**5.18** Pets. Ordinary household pets (i.e., cats, dogs, tropical fish, and birds in cages) in reasonable number may be kept by owners. Pets are not allowed in leased units. All animals shall be leashed or hand carried (if outdoors), or kept within the Living Unit and shall not be permitted to roam free. The Community Association may restrict the walking of pets to certain areas. Pets are not permitted on the Golf Course at any time. Pets may not be left unattended or leashed in yards or garages or on porches and lanais. Owners who walk their pets on Common Areas must clean up after their pets. Commercial activities involving animals such as boarding, breeding, training, grooming, and veterinary services are not allowed. The ability of each owner to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet abuses the privilege, by failing or refusing to comply with the abovestated restrictions, may be required by the Board of Trustees to remove said pet from the Community, but only after notice and an opportunity for a hearing as provided in Section 14.1 of this Declaration. No reptiles, rodents, amphibians, poultry, swine or livestock may be kept in any Living Unit.

**5.19** Nuisances. Nothing shall be done which is, or is likely to become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Declarant so long as it controls the Community Association, and thereafter by the Board, whose decision shall be final.

OR2872 PG2869

5.20 Correction of Health and Safety Hazards. Any conditions of the physical property which are reasonably deemed by the Board of Trustees to be an immediate, significant hazard to the public health or safety may be corrected immediately as an emergency matter by the Community Association and the cost thereof shall be charged to the responsible owner or Neighborhood Association.

5.21 Assignment of Approval Rights. At such time as Declarant no longer holds any Lots or Living Units in the Community for sale in the ordinary course of business, or at such earlier time as Declarant may determine, all rights of the Declarant to approve or disapprove any construction, alteration or other material change in the function or the appearance of the physical property in the Community shall automatically devolve upon and be deemed assigned to the ARC. Simultaneously all other approval powers of the Declarant shall automatically devolve upon and become the responsibility of the Board of Trustees.

OR2872 PG2900

## 6. ARCHITECTURAL AND AESTHETIC CONTROL.

6.1 General. Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements by the Developer, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area be performed without the prior written approval of the ARC.

6.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Community Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) nor more than seven (7) natural persons, none of whom are then serving as Trustees. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Section 6 of the Bylaws of the Community Association, except as otherwise provided in Section 6.5 below.

6.3 Powers. The ARC is empowered to:

(A) Propose the adoption, modification or amendment of written Design Review Guidelines which shall set forth such things as design requirements, landscape material, construction standards and colors and materials which the ARC finds acceptable. Said Guidelines, and all amendments thereto, shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Trustees at a Board meeting duly called and noticed. Notice of any adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be mailed to each Neighborhood Association at least thirty (30) days prior to the Board meeting at which such action is to be voted on.

(B) Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color, or other work which materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work. It is intended that the cost and

complexity of providing this information be reasonably proportional to the cost and complexity of the changed proposed.

(C) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. The cost or burden on the unit owner of providing the information, drawings, specifications and other items required by the ARC cannot be used to prevent, deter, or unreasonably delay approval of changes which are clearly within the Design Review Guidelines, but may be unpopular with the members of the ARC or the Board. For example it should not require plans drawn by an architect to construct a mailbox.

(D) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Community Association, in cash or check, at the time the request is submitted to the ARC, and the request will not be processed until the fee is paid in full.

(E) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

6.4 Decisions and Enforcement. Decisions of the ARC shall be enforced by the Neighborhood Association involved, as well as by the Community Association. All decisions of the ARC shall be forwarded promptly in writing to the Board, which is responsible for enforcement. Any person aggrieved by a decision of the ARC has the right to make a written appeal to the Board of Trustees within thirty (30) days after receiving notice of such decision. The determination of the Board upon review of any such decision shall, in all events, be final, and shall not be unreasonably delayed;

6.5 Developer Control Period. Notwithstanding the foregoing, the Developer shall have the right, so long as it is offering any property in Bonita Fairways for sale in the ordinary course of business, to appoint all of the members of the ARC, or such lesser number as it may choose, or in the alternative, the Developer may elect to have the Board of Trustees perform the function of the ARC. During this time, the Declarant shall also have the power, in its sole discretion, to establish, amend, or revoke any and all Design Review Guidelines.

7. EASEMENTS. In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, easements are hereby provided for:

7.1 Utilities, Services, Access and Support. Each Lot, Parcel and the Common Areas (except Conservation Areas) are hereby subjected to easements for public services and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, water, irrigation, sewage, electric and gas service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Parcel, Unit, or Common Areas in furtherance of such easements. The easement areas, whether or not shown on any plat, shall at all times be properly maintained by the property owner, whether or not the utility or service company properly maintains the easement area.

(A) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon the recorded plat of the





OR2872 PG2901

Community, and there are also reserved such easements and rights-of-way for any other purposes as Declarant in its sole discretion may in the future grant.

(B) Declarant hereby reserves the right, and the power, during a period of ten (10) years from the date of initial recording this Declaration, to declare, grant and record easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other communication lines, cable television lines, and such other service facilities as Declarant may deem necessary, along, through, in, over and under a strip of land up to ten (10) feet in width from all side, front and rear lines of every Lot, and along, through, in, over and under all Lots, Parcels, and Common Areas. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the Lot, Parcel, or Common Area.

(C) All the property as heretofore described and all the Living Units and the Common Areas shall be and are singly and collectively subject to easements for non-intentional encroachments which now or hereafter exist or come into being, caused by the construction or reconstruction of any portion of a structure (including an exterior wall) on or immediately adjacent to the dividing line between Lots, or caused by settlement or movement of the Living Unit or other improvements upon the property, including, but not limited to roof overhang, gutter, spouts and fencing, or caused by minor inaccuracies in construction or reconstruction of a Living Unit or such improvements upon the property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

(D) Each Lot is subject to a permanent easement in favor of adjoining or adjacent Lots for lateral and subjacent support.

(E) Each Lot is subject to a permanent easement in favor of the Community Association and the Neighborhood Association of the Neighborhood where the Lot is located for access as needed to maintain, repair and replace any and all parts of the Lot or Living Unit the entering Association is required or authorized to perform.

7.2 Construction, Maintenance and Warranty Work. Declarant (including its designees and contractors) reserves the right to enter any part of the Community and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof, and for maintenance purposes and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Living Units or Lots by owners.

7.3 Irrigation with Treated Effluent. All owners within the Bonita Fairways, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Common Areas and Lots with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. This Section 7.3 is not intended to be construed as a representation that irrigation with treated effluent will ever be available, or be used.

7.4 Easements Related to Golf Course. The Declarant hereby creates blanket non-specific, non-exclusive easements for the benefit of users of the Golf Course over all Lots, units, Neighborhood



OR2872 PG2902

Common Areas, and Common Areas adjacent to the Golf Course, to permit every act necessary, or appropriate, or normally incidental to playing golf. These acts include, without limitation, the flight of errant golf balls over and across such property, and for golfers at reasonable times and in a reasonable manner to enter the property to retrieve the errant golf balls. If a part of the property is fenced or walled, the golfer must obtain the owner's permission before entry. These acts also include the landing of errant golf balls, the use of golf carts and maintenance equipment upon the Golf Course, the usual and common noises and other disturbances sometimes created by maintenance of the course and the playing of the game of golf, including occasional tournaments with galleries, together with all other common and usual occurrences normally associated with the existence and operation of a public golf course. The Declarant further hereby creates the following easements:

OR2872 PG2903

(A) Golf cart paths. The Golf Course will include cart paths which may cross or encroach upon Common Areas or Neighborhood Common Areas. No cart path may encroach upon any Lot. The Declarant hereby grants and declares a non-exclusive easement for such cart paths and for their use by all persons lawfully using the Golf Course, over and across those Common Areas and the Neighborhood Common Areas as are subsequently developed and improved for that purpose. Nothing shall be placed, constructed, erected, or maintained within five (5) feet of any golf cart path which could or does interfere with utilization of the path as a playable part of the Golf Course.

(B) Chemical treatments. All parts of the Community adjacent to the Golf Course are hereby burdened with a non-exclusive easement in favor of the Golf Course for the inadvertent overspray of water, fertilizer, weed killer, fungicide or pesticide from any maintenance activity or irrigation system serving the Golf Course.

(C) No Right to a Golf Course View. Neither the Declarant nor the Community Association guarantees or represents the continued existence of any particular view over and across the Golf Course, or any other portion of the Community, as seen from any Lot or Living Unit, or that the view that now exists, will be preserved without impairment or change in the future. The Community Association has no obligation to prune or thin trees or other landscaping to enhance or maintain a view, and has the right, in its sole discretion, to add trees and other landscaping to the Common Areas from time to time. In addition, the Golf Course owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of tees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes may diminish or obstruct the view from a Lot or Living Unit, and Declarant hereby disclaims any implied easements for view purposes, or for the passage of light and air.

## 8. COMMON AREAS; OWNERSHIP, USE AND MAINTENANCE.

**8.1 Designation.** As used herein, "Common Areas" refers to all parts of the Community that are not part of a Lot, or the Golf Course, or the Neighborhood Common Areas. Except for the Stormwater Management System, Declarant shall have the right, and the power, in its sole discretion, to determine which parts of the Community shall be Common Areas, and to convey, lease or grant to the Community Association a license or other right to use real property within the Community, to the Community Association, or to any Neighborhood Association as Common Areas. Regardless of the preceding sentence, the Declarant guarantees that the "Clubhouse Parcel" as shown in Exhibit "I-2" to this Declaration, and related facilities and amenities, will be included within the Common Areas.

**THE "CLUBHOUSE PARCEL," THE LEGAL DESCRIPTION OF WHICH IS IN EXHIBIT "I-2" TO THIS DECLARATION, AND ALL IMPROVEMENTS CONSTRUCTED THEREON, WILL BE DEEDED IN FEE SIMPLE TO THE COMMUNITY ASSOCIATION WITHIN ONE (1) YEAR AFTER THE RECORDING OF THIS DECLARATION IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. IT WILL BE SUBJECT TO A MORTGAGE WHICH THE COMMUNITY ASSOCIATION WILL ASSUME AND BECOME LIABLE TO PAY AS A COMMON EXPENSE.**

OR2872 PG2904

(A) Any lease or grant of license or use right to the Community Association may be exclusive or non-exclusive, so that persons or entities other than the Community Association may have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted. The Community Association must accept from Declarant any such conveyance, lease, grant of license or grant of use right. The Community Association shall not accept, from any person other than Declarant, a conveyance, lease, grant or license or grant of use right except upon the prior written approval of the Declarant.

(B) Regardless of whether title to designated Common Areas has been transferred to the Community Association, the Community Association shall have the right to charge reasonable fees, rents, or other charges for the use of the Common Areas and improvements thereon; however, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall continue to be paid.

The foregoing notwithstanding, the Community Association must own and maintain the surface water management system of the Community.

8.2 Conveyance and Use. The Declarant will initially hold legal title to the Common Areas. Not later than sixty (60) days after the date when owners other than the Declarant first elect a majority of the Board of Trustees, the Developer shall convey any Common Areas to the Community Association by special warranty deed, and the Community Association shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitations, conditions, reservations and easements of record. The Developer may, however, convey title at any earlier time the Developer chooses. Commencing with the date this Declaration is recorded in the Public Records of the County, the Community Association shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant or Developer as Common Areas, and for the payment of any ad valorem taxes properly payable from and after the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction or maintenance of any facilities on the Common Areas that the Developer elects to build.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Community Association as Common Areas, is not and shall not be deemed dedicated for use by the general public; but is, and shall be deemed restricted for the common use and enjoyment of members and their guests, tenants and invitees.

(B) At the time of conveyance, all land conveyed to the Community Association may be in either an improved or an unimproved condition, with or without any specific restrictions on its use and with or without any encumbrances, and the Community Association must accept such property. The Community Association shall not accept conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so

long as Declarant is offering any property in Bonita Fairways for sale in the ordinary course of business.

**THE COMMUNITY ASSOCIATION AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT TITLE TO COMMON AREAS AND FACILITIES, IN THEIR "AS IS" CONDITION AT THE TIME OF CONVEYANCE, WITHOUT RECOURSE, WHEN TITLE IS CONVEYED TO THE COMMUNITY ASSOCIATION BY THE DECLARANT.**

**THE DECLARANT MAKES NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY, DATE OF COMPLETION, FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, THE MATERIALS, FURNITURE OR EQUIPMENT USED IN THE COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL ALSO ASSIGN TO THE COMMUNITY ASSOCIATION, WITHOUT RECOURSE, ALL EXISTING WARRANTIES, WHICH ARE ASSIGNABLE, IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATED TO ANY OF THE FACILITIES.**

8.3 Maintenance and Alteration of Common Areas. The Community Association is responsible for the maintenance, repair, replacement, insurance, protection and control of the Common Areas, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. Beyond these functions, after control of the Community Association has been turned over to the members, the Community Association shall make no material alterations of or substantial additions to the Common Areas with an aggregate cost of more than three percent (3%) of the Community Association budget (including contributions to reserve accounts) during any fiscal year unless first approved by at least a majority of the voting interests of the Community Association. However, if work that is reasonably necessary to meet the Community Association's obligations under the first sentence of this Section 8.3 also happens to constitute a material alteration or substantial addition, prior membership approval is not required.

8.4 Community Association Rights and Powers. Common Areas shall not be used in violation of any rule or regulation or other requirement of the Community Association established pursuant to the provisions of this Declaration or the Bylaws.

8.5 Expansion or Modification of Common Areas. Additions or modifications to the Common Areas may be made if not inconsistent with County zoning requirements and any amendments thereto. Neither the Declarant nor any Developer shall be obligated, however, to make any additions or modifications. The Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans or for any other reason.

**ALTHOUGH THE DECLARANT HAS NO LEGAL DUTY TO DO SO, IF AT ANY TIME BEFORE THE THIRTIETH (30TH) ANNIVERSARY OF THE INITIAL RECORDING OF THIS DECLARATION, THE DECLARANT OR ITS SUCCESSORS AND ASSIGNS WHO OWN THE GOLF COURSE, IN ITS OR THEIR SOLE DISCRETION, CONTRACT TO SELL THE GOLF COURSE, THE DECLARANT HEREBY GRANTS TO THE COMMUNITY ASSOCIATION A ONE-TIME FIRST RIGHT OF REFUSAL TO PURCHASE THE GOLF COURSE AT THE SAME PRICE AND ON SUBSTANTIALLY THE SAME TERMS AS IN THE PROPOSED SALES**

OR2872 PG2905

CONTRACT. If the Community Association decides to exercise this right, and purchase the Golf Course from the owner, the price will be determined by agreement, or if there is no agreement; by the arithmetic average or appraisals by two state-certified property appraisers, one selected by the seller and the other by the community association. The fees for both appraisals, and all other closing costs shall be shared equally by the parties, except that the Community Association shall pay for its own title insurance, and all costs of mortgage financing. Real property taxes for the year of closing shall be prorated to the day of closing and the parties shall bear their own attorney's fees. The closing shall take place not longer than sixty (60) days after the date of determination of fair market value by appraisal. At closing the seller shall convey by special warranty deed, insurable fee simple title to the Golf Course property described in Section 2.1 of this Declaration. Failure or refusal to close by either party shall constitute a breach of contract, and shall entitle the other party to seek specific performance, damages, or any other remedy available in law or in equity. In the event of litigation, the prevailing party shall be entitled to recover its attorney's fees and costs, including those incurred in appellate proceedings.

OR2872 PG2906

## 9. ASSESSMENTS; LIENS; COLLECTION.

9.1 Creation of Lien. Each owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay to the Community Association:

(A) Annual Assessments.

(B) Special Assessments.

(C) Service Assessments, use fees, fines, and all other fees or charges imposed against one or more Lots or Living Units, as provided for elsewhere in this Declaration, or in the Bylaws of the Community Association.

(D) Except as otherwise provided in Section 15.2 below as to certain mortgagees, and except as provided in Section 9.2 below as to the Declarant and any successor Developers, no owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot, Living Unit, Parcel or the Common Areas, or otherwise.

(E) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 7 of the Bylaws.

(F) The owner of each Lot or Living Unit regardless of how title was acquired, is liable for all assessments and other charges coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 15.2 below, whenever title to a Lot or Living Unit is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

(G) Land shall not be subject to assessment by the Community Association if it is a Parcel, Tract, Neighborhood Common Area, or owned by a Commons Association. Land owned by, or dedicated to, the County or other governmental agency, and used for a public purpose is also exempt. Only Lots and Living Units are subject to assessment by the Community Association.

9.2 Declarant's Assessments. The assessment and lien provisions of this Section 9 shall not apply to any Lot or Living Unit owned by Declarant or by any Developer succeeding to all or a portion of Declarant's rights herein, whether by assignment, in reorganization, or by other arrangement. Exception: the obligation and covenant to pay assessments as provided in this Section 9 shall apply to a Living Unit or Lot owned by the Declarant or a Developer upon the occurrence of any one of the following events:

(A) Conveyance of the Lot or Living Unit to an owner other than a Developer; or

(B) Construction of a Living Unit on the Lot has been completed, a certificate of occupancy or the equivalent approval by an appropriate local governmental agency has been issued, and the Living Unit is occupied and used as a residence; or

(C) Declarant executes and records a written instrument subjecting a Lot or Living Unit to the assessment and lien provisions of this Section 9.

During the period that Declarant membership exists, the Declarant covenants to subsidize the general operating expenses of the Community Association, by contributing the difference, if any, between net operating expenses (gross operating expenses, less all other revenues) and any other income receivable from members other than the Declarant. The foregoing shall not, however, obligate the Declarant to contribute to the funding of any reserve account for capital expenditures or deferred maintenance. Declarant's rights and obligations hereunder may be assigned to a successor Developer.

9.3 Purposes of Assessments:

(A) To promote the recreation, health, safety, and welfare of the owners and residents of the Community;

(B) To improve, maintain, protect and operate the Common Areas, the Community Association equipment and facilities, and the Stormwater Management system; and to establish and maintain adequate repair and replacement reserves;

(C) Where deemed desirable by the Board of Trustees, to provide services of general benefit to the owners and residents either on a community-wide basis or otherwise, including without limitation, cable television, transportation, security or other services;

(D) To pay the operating expenses and legal debts of the Community Association;

(E) To maintain any or all private roadways within the Community; and

(F) For such other purposes and uses as are authorized by the Governing Documents as amended from time to time.

9.4 Imposition of Annual Assessments. Upon the closing of the first sale of each Lot or Living Unit to a purchaser other than Declarant or a Developer, and on the first day of each fiscal year thereafter, an annual assessment based on an adopted budget shall be assessed against each Lot or Living Unit.

9.5 Shares of Annual Assessments. The proportion or percentage of the annual assessments, based on the annual budget, for each Lot or Living Unit subject to assessment, shall be a fraction of the whole, the numerator of which being the number "one" (1), and the denominator of which is the total number

OR2872 PG2907

of Lots and Living Units for which a certificate of occupancy has been issued existing in the Community as of January 1 of the fiscal year for which the annual assessment is levied. However, until the turnover of control of the Community Association from the Developer to owners other than the Developer, the number to be used as the denominator shall be "seven-hundred fifty" (750).

**9.6 Special Assessments.** Special assessments levied by the Community Association shall be assessed against all Lots and Living Units by the same formula as regular annual assessments.

**9.7 Charges.** Any charge by the Community Association authorized by law or by the Governing Documents to be imposed on less than all of the Lots or Living Units shall not be deemed an assessment. Payment may be enforced as provided in this Section 9.

**9.8 Lien.** The Community Association has a lien on each Lot and Living Unit for any unpaid past due assessments and charges, together with interest, late payment penalties, costs and reasonable attorney's fees incurred by the Community Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the Public Records of Lee County, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Community Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien secures all unpaid assessments and charges, interest, costs and attorney's fees which are due, when the Claim of Lien was recorded, as well as those which may accrue or come due, after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

**9.9 Foreclosure of the Lien.** Unless a different method is made mandatory by Florida law, as amended from time to time, the Community Association's lien for unpaid assessments may be foreclosed by the procedures and in the manner provided in Section 718.116 of the Florida Condominium Act, as it may be amended from time to time, for the foreclosure of liens upon condominium parcels for unpaid assessments. The Community Association may also bring an action at law against any owner liable for unpaid charges or assessments. If the Community Association is the prevailing party, final judgment shall include interest as above provided, late payment fees, and reasonable attorney's fees, together with the costs of the action, and the prevailing party shall be entitled to same in connection with any appeal of such action.

**9.10 Priority of Lien.** Unless otherwise required by Florida law as amended from time to time, the Community Association's lien for unpaid assessments and charges shall be subordinate and inferior to that of any recorded first mortgage, unless the Community Association's Claim of Lien was recorded prior to the mortgage. The Community Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Community Association, regardless of when the lease was executed. The relative priority of the Community Association's lien to that of a Neighborhood Association shall be determined by the order of their recording.

**9.11 Initial Capital Contributions.** The first non-Developer purchaser of each Lot or Living Unit, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Community Association an initial capital contribution in such amount as may be provided in the Purchase Agreement or as otherwise determined. The funds derived from capital contributions shall be used at the discretion

OR2872 PG2908

of the Board of Trustees for any purpose, including but not limited to, future capital improvements, operating expenses or reserves. The Declarant may waive the payment of the capital contribution for some Lots and Living Units, but only if the purchaser is a successor Developer, and that Developer becomes unconditionally obligated to collect and pay the capital contributions upon the subsequent sale of each Lot and Living Unit to an end purchaser.

**9.13 Ownership.** Assessments and charges collected by or on behalf of the Community Association become its property; no owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Living Unit. No owner has the right to withdraw or receive distribution of his beneficial share of the common surplus (including reserves), except as otherwise provided by law. The owner of each Lot or Living Unit owns an undivided share of the common surplus of the Association, that share being the same as the Lot or Living Units share of expenses as provided in Section 9.5 above.

OR2872 PG2909

**10. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION.** The Community Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to real property within Bonita Fairways, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas, and the operation of the Community Association.

**10.1 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Community Association, shall apply to all owners, as well as to the owner's family members, tenants, lessees, employees, agents and invitees while they are present in Bonita Fairways. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Declarant or any other Developer, or the Community Association of the power to enforce these provisions. Each owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

**10.2 Litigation.** Subject to Section 3.7 above, enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Community Association rules may be brought by the Declarant, any owner, or the Community Association against:

(A) the Community Association;

(B) the owner of any Lot or Living Unit;

(C) any occupant of a Living Unit;

(D) any Neighborhood or Commons Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the Neighborhood Covenants, where such failure has or threatens to have a material adverse impact on the appearance of the community, or the operation of the Community Association; or

(E) any Trustee who violates the law or the Governing Documents.

The enforcement of covenants, conditions, restrictions and agreements applicable to the various Neighborhoods within the Community is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Community Association will exercise its covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has actual notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner.

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**10.3** Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

**10.4** Non-Liability of Declarant. The Declarant shall not be liable or responsible for any violation of the Governing Documents or rules by any person other than itself, and its officers, agents and employees.

## 11. NEIGHBORHOOD ASSOCIATIONS.

**11.1** Enforcement of Covenants by Declarant. As long as the Declarant is offering Lots or Living Units for sale in the ordinary course of business, if any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, Declarant may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance pursuant to the provisions of Sections 9 and 10 of this Declaration.

**11.2** Entry Rights. Each Neighborhood Association and each owner shall permit the Declarant, or any authorized agent or employee of Declarant, to enter upon a Neighborhood Common Area or the owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by Declarant into any Living Unit that is owned by a person other than Declarant, except under circumstances where there is reasonable cause to believe that an emergency exists.

**11.3** Maintenance of Neighborhood Common Areas. The Community Association may contract with any Neighborhood Association to provide the maintenance and management of the Neighborhood's Common Areas.

**11.4** Developer Amendments. Declarant reserves the right, and the power, without the consent of any other person being required:

(A) To amend the specific provisions of this Declaration as they apply to one or more Neighborhoods, without amending those provisions with respect to all Neighborhoods; and

(B) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.

**11.5** Neighborhood Covenants. The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents. Except as to those few subjects, where irreconcilable conflict exists, the Governing Documents supersede the Neighborhood covenants.

**11.6** Neighborhood Association Voting. The Bylaws of each Neighborhood Association shall provide a procedure by which its members who are entitled to cast votes as members of the Community Association may cast their votes on Community Association matters with the Neighborhood Association. Except as otherwise provided in the Bylaws, each Neighborhood Association shall poll its owners or collect and tabulate its members's votes, and shall designate a voting representative to attend Community Association meetings and cast the votes of its members at such meeting. The procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, may provide for votes to be cast in a block, or in the same manner as originally cast by the Neighborhood Association's members, or in any other manner that is fair, equitable, uniformly applied within that Association, and does not result in the casting of fractional votes. Nothing herein shall be construed to make it mandatory for a Neighborhood Association to poll its members on every matter or any particular matter which may be voted upon by the Community Association.

**11.7** Voting Groups. In order to provide for relatively equal representation on the Board of Trustees for various Neighborhoods of different sizes and having potentially dissimilar interests, and to avoid a situation in which the Voting Representatives representing a group of similar Neighborhoods are able, due to the number of Units in those Neighborhoods, to elect a disproportionate number of Trustees, or exclude representation of others; and in view of the fact that the exact number of Lots and Living Units, and the number and types of Neighborhood Associations may not be known for an extended period of time, prior to turnover of control of the Community Association the Declarant shall establish Voting Groups for the election of Trustees to the Board. Voting Groups shall be established by Declarant in its sole discretion at least ninety (90) days before the turnover of control of the Community Association, and shall be evidenced by the recording of a Supplemental Declaration in the Public Records of the County establishing the Voting Groups. The cost of recording shall be a common expense. Voting Groups will generally be composed of one or more Neighborhood(s) of similar housing types, but the designation of such groups is completely in the discretion of the Declarant, and there is no guarantee that the Voting Groups will be completely balanced or of equal size. Each Voting Group shall be entitled to elect the number of Trustees specified in the Supplemental Declaration. This Section 11.7 may not be amended without the written consent of Declarant as long as the Declarant is offering Lots or Living Units in the Community for sale in the ordinary course of business.

## 12. INSURANCE; RECONSTRUCTION AFTER CASUALTY.

**12.1** Duty to Insure, and to Reconstruct and Clean up. Each owner or Neighborhood Association if the Neighborhood is a condominium, shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof, as further provided in its own Neighborhood covenants. If any Living Unit or other improvements located on any Lot, are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner or Neighborhood Association shall:

(A) Promptly cause all debris, personal property, and other unsightly materials to be removed from the site; and

(A) Cause repairs or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repairs or replacement within six (6) months thereafter. Unless changes are approved by the ARC, the owner or Neighborhood Association must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall.

OR2872 PG2912

**12.2 Failure to Comply.** If any owner or Neighborhood Association or Commons Association fails to comply with Section 12.1 above within the time periods provided, the Community Association shall be deemed to have been granted the right by the owner or Neighborhood Association as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Community Association exercises the rights afforded to it by this Section 12, the owner or Neighborhood Association shall be deemed to have assigned to the Community Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Community Association shall have the right to recover from the owner or Neighborhood Association any costs not paid by insurance, and shall have a lien on the Lot or Living Unit to secure payment.

**12.3 Flood Insurance.** The Community Association may maintain flood insurance to cover buildings and other improvements, up to the full insurable value or the maximum coverage available.

**12.4 Property Insurance.** The Community Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas.

**12.5 Liability Insurance.** The Community Association shall maintain adequate public liability insurance coverage for all Common Areas.

**12.6 Bonding.** The Community Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Association funds.

**12.7 Community Association's Right of Entry.** For the purpose of performing the duties authorized by this Section 12, the Community Association, through its duly authorized agents and employees, shall have the right to enter upon any Living Unit or Lot at reasonable hours and perform such duties.

**13. RIGHTS OF DECLARANT AND DEVELOPERS.** In addition to those provided elsewhere in the Governing Documents, the Declarant (and each Developer) shall have the following rights and privileges:

**13.1 Sales Activity.** While offering one or more Lots or Living Units in a Neighborhood for sale in the ordinary course of business, the Declarant and each Developer shall have the right to use those Lots or Living Units and the Neighborhood Common Areas (including all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Living Units, sales offices, or other offices for use in selling or providing warranty services in that Neighborhood. No owner or Neighborhood Association may interfere with, or do anything detrimental to the Declarant's sales efforts.

Without limiting the generality of the foregoing, the Declarant and its designees may show model Living Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of Bonita Fairways.



13.2 Declarant Assignment of Rights to Successor Developer. Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Declaration, as long as such actions do not unreasonably interfere with the rights of other owners to the peaceful enjoyment of their property. That assignment shall not in any way lessen the Declarant's rights with respect to property not subject to that assignment.

13.3 Security; Non-liability of Declarant and Community Association. Bonita Fairways is not being created or sold as a high security, gated Community. Its main roads are public streets. Neither the Declarant nor the Community Association shall be liable if security services are not provided.

**ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.**

**NEITHER THE COMMUNITY ASSOCIATION, THE DECLARANT OR THE DEVELOPER ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.**

**NEITHER THE COMMUNITY ASSOCIATION, THE DECLARANT OR THE DEVELOPER SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE INEFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT AND DEVELOPER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY OTHER SECURITY MEASURES UNDERTAKEN, WITHIN THE COMMUNITY.**

13.4 Miscellaneous.

(A) Declarant shall have the right and the power to regulate and control the external design and appearance of all Common Areas in such a manner as to:

(1) Promote a quality environment which will preserve the value of the Lots and Living Units; and

(2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) Any uses of Common Areas other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Declarant so long as it owns any land in Bonita

Fairways for the purpose of development, and the written approval of the Community Association thereafter.

(C) The Declarant reserves the right to replat undeveloped or unsold portions of the Community without the joinder or consent of any owner.

(D) The Declarant reserves the right to receive any and all deposits or other payments made by it to utility companies or governmental authorities which are later refunded during or after the development of the Community, even if such refunds occur after the sale of the last Lot or Living Unit in Bonita Fairways to an owner other than the Developer.

OR2872 PG2914

13.5 Additions or Withdrawals of Property. Declarant reserves to itself the right and the power, but neither the duty nor the obligation, to bring additional lands into the Community and subjecting those lands to the protective covenants and restrictions of this Declaration beyond those described in Exhibit "I-1" of this Declaration. The Declarant also reserves the right in its sole discretion to withdraw property already included in Exhibit "I-1" from submission to this Declaration, except that property the Declarant does not own cannot be withdrawn unless the property owner joins in or consents in writing to the withdrawal.

13.6 Appointment of Trustees. As further provided in the Bylaws, the Developer reserves the right to appoint all of the Trustees of the Community Association until the Turnover Meeting as provided in Section 11.7 below, and shall have the right to appoint at least one Trustee until the time specified in Section 4.2(B) of the Bylaws.

13.7 Declarant's Inaction. Neither the execution and recordation of this Declaration, nor the creation of any association or other entity, nor the recordation of any other instrument subjecting any land in the Bonita Fairways to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

(A) Declarant to grant any additional right, power, duty or privilege of any nature or kind to the Community Association or to any other entity; or

(B) Declarant, the Community Association, or any other entity, to perform any act permitted but not made mandatory by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

14. COMPLIANCE AND DEFAULT; REMEDIES. In addition to, or in place of, any other remedies provided in the Declaration or by law, the following shall apply:

14.1 Suspension of Common Area Use Rights; Fines. The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use Common Areas and facilities. The Association may also levy reasonable fines not to exceed the maximum allowed by law, against any member or any tenant, guest, or invitee.

(A) A fine or suspension may not be imposed without prior written notice to the person sought to be fined or suspended and reasonable opportunity for a hearing before a hearing panel of at least three (3) members, appointed by the Board, who are not officers, Trustees, or employees of the

Association, or the spouse, parent, child, brother, or sister of an officer, Trustee, or employee. If the panel, by majority vote (which may be taken by secret ballot), does not approve a proposed fine or suspension, it may not be imposed.

(B) The requirements of this Section 14.1 do not apply to the imposition of suspensions or charges upon any member because of the failure of the member to pay assessments or other charges when due, if such action is authorized by the Governing Documents.

(C) Suspension of Common Area use rights shall not impair the right of an owner or tenant of a Living Unit to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park in any driveway, garage, or carport, the exclusive use of which is assigned to the Living Unit.

(D) Collection of Fines. A fine shall be treated as a special charge due and payable to the Association ten (10) days after written notice from the Association to the owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.

(E) Application. All monies received from fines shall become part of the common surplus.

(F) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such owner.

14.2 Stormwater Management System. The beneficiaries of the Stormwater Management System shall have the right to enforce the provisions of the Governing Documents ensuring that the drainage system, easements and rights-of-way will be continuously maintained.

## 15. RIGHTS OF MORTGAGEES.

15.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the Institutional Mortgagee holding a first mortgage on the Common Areas who has requested such notice in writing, shall be entitled to written notice.

15.2 Mortgage Foreclosure. Except as may be otherwise provided by Florida law as amended from time to time, if a first mortgagee or a purchaser at a judicial sale acquires title to a Lot, or Living Unit as the direct result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer shall not be liable for unpaid Community Association assessments or charges attributable to the Lot or Living Unit or chargeable to the former owner, which came due prior to the acquirer's acquisition of title. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes a common expense collectible from all owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a Lot or Living Unit by foreclosure (or by a deed in lieu of foreclosure) may be excused from the payment of any assessments or charges coming due during the period of his ownership.



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15.3 Right to Inspect Documents and Books. The Community Association shall make available to Institutional Mortgagees requesting same the current Governing Documents and rules and regulations of the Community Association and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

15.4 Financial Statements. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Community Association for the immediately preceding fiscal year.

15.5 Lender's Notices. Upon written request to the Community Association, any First Mortgagee shall be entitled to timely written notice of:

(A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any Lot or Living Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Community Association. An increase in coverage, purchase of an additional coverage, or a change of carrier or agent does not require notice under this Paragraph.

(C) Any proposed action that would require the consent of a specified number or percentage of the mortgage holders.

Failure to provide any of the foregoing notices shall not be the basis for liability on the part of the Community Association.

## 16. DURATION OF COVENANTS; AMENDMENT.

16.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Community Association, the Declarant and any owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Lee County, Florida. Upon the expiration of said initial period, this Declaration as amended shall automatically renew and extend itself for an unlimited number of successive ten (10) year periods, and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

16.2 Termination. This Declaration may be revoked or terminated in its entirety at any time if not less than eighty percent (80%) of the voting interests of the Community Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Community Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Community Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the

correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the certificate is recorded in the public records.

16.3 Amendments. This Declaration may be amended at any time. Except as otherwise provided by law or specifically stated herein, amendments to this Declaration may be proposed by the Board of Trustees or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.

16.4 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

16.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration is adopted if it is approved at an annual or special meeting called for the purpose by at least two-thirds (2/3rds) of the voting interests of the Community Association who are present in person or by proxy and voting, provided that the full text of the proposed amendment was sent to the members with notice of the meeting.

16.6 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate reciting that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed with the formalities of a deed by an officer of the Association in recordable form. The amendment shall be effective when the certificate and copy of the amendment are properly recorded in the Public Records of Lee County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

16.7 Proviso. Regardless of any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, can be effective to change the Community Association's responsibilities for the Stormwater Management System unless the amendment has been consented to in writing by the District. Any proposed amendment that would affect the Stormwater Management System must be submitted to the District for a determination of whether the amendment necessitates a modification of the surface water management permit.

16.8 Exceptions. Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant or a Developer.

16.9 Amendment of Provisions Relating to Developer. As long as any Developer is offering any Lot or Living Unit for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant or a Developer without their written consent.

16.10 Amendment by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, and any recorded exhibit hereto. This right shall expire at such time as Declarant is no longer offering any property in the Community for sale in the ordinary course of business.

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**16.11 Limitations.** No amendment to any of the Governing Documents shall be effective to change any member's voting rights as set forth in Section 2.1 of the Bylaws, or the provisions of Sections 9.5 or 9.6 above, unless all members affected consent in writing to said amendment.



## 17. GENERAL AND PROCEDURAL PROVISIONS.

**17.1 Other Documents.** Declarant, the Community Association, and the Neighborhood Associations shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents and Neighborhood Covenants. In the event of irreconcilable conflict between the Governing Documents and the Neighborhood Covenants, the Governing Documents shall prevail.

**17.2 Severability.** If any covenant, condition, restriction or other provision of this Declaration is invalidated in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

**17.3 Merger or Consolidation of Associations.** Upon a merger or consolidation of the Community Association with another corporation as provided by law, the Community Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, remain the rights, obligations and property of the Community Association as the surviving corporation. The surviving or consolidated corporation may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

**17.4 Dissolution.** If the Community Association is dissolved other than by a merger or consolidation as provided for above, each Lot and Living Unit shall continue to be subject to the assessments provided for in Section 9, and each owner shall continue to be personally obligated to the successor or assigns of the Community Association for such assessments to the extent they are required to enable the successors or assigns acquiring responsibility for any real property previously owned, operated or maintained by the Community Association to continue to properly maintain, operate and preserve it.

**17.5 Gender; Number.** Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

**17.6 Notices.**

(A) To Declarant. Notices to the Declarant as may be required herein shall be in writing and delivered or mailed to the Declarant at its principal place of business as shown by the records of the Secretary of State, or at such other location as may be designated in writing by Declarant.

(B) To the Community Association. Notices to the Community Association shall be in writing and delivered or mailed to the Community Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Community Association.

(C) To Owners. Notices to any owner as may be required herein shall be in writing and shall be delivered or mailed to the owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

**17.7 Construction.** The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility to the Declarant, and to the Community Association, consistent with the general development plan and the purposes set forth herein, including the Premises.

**17.8 Captions, Headings and Titles.** Captions, headings, capitalization of certain words, use of bold print and italics, and titles inserted throughout the Governing Documents, are intended to assist the reader by making these documents more readable. They are for convenience only, and shall not be construed to define, limit, or affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

**17.9 Interpretation.** The Board of Trustees of the Community Association is responsible for interpreting the provisions of the Governing Documents. The Board's interpretation shall be binding upon all parties unless it is wholly unreasonable. A written opinion rendered by Community Association legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the interpretation as valid.

**17.10 Applicable statutes.** The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Declaration.

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**IN WITNESS WHEREOF,** Alagold Communities, Ltd., L.L.P., a Florida limited liability partnership, as both Declarant and Developer hereby executes this Declaration, by and through its duly authorized general partner.

OR2872 PG2920

WITNESSES:

Print name: CARRIE J. CANALES

Print name: Suzanne M Young

ALAGOLD COMMUNITIES, LTD., L.L.P.,
a Florida limited liability partnership
By: ALAGOLD CORPORATION, an Alabama corporation, authorized to do business in the State of Florida, its General Partner

By: _____
Kyle Shinbaum, Vice President
9751 W. Terry St.
Bonita Springs, FL 34135

**STATE OF FLORIDA**
**COUNTY OF** Collier

The foregoing instrument was executed before me this 25th day of September 1997, by Kyle Shinbaum, Vice President, of Alagold Corporation, an Alabama corporation, general partner of Alagold Communities, Ltd., L.L.P., a Florida limited partnership, on behalf of the partnership and the corporation. He is personally known to me, or did produce _____ as identification.

SUZANNE M. YOUNG
MY COMMISSION # CC 550869
EXPIRES: May 22, 2000
Bonded Thru Notary Public Underwriters

*Notarial Seal*

_____
Notary Public Signature

_____
Print name

# Q. GRADY MINOR & ASSOCIATES, P.A.

Civil Engineers ▪ Land Surveyors ▪ Planners

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.

ALAN V. ROSEMAN
ROBERT W. THINNES, A.I.C.P.
ERIC V. SANDOVAL, P.S.M.


## LEGAL DESCRIPTION
## *CLUBHOUSE* PARCEL AT BONITA FAIRWAYS
## (SKETCH B-1166)

OR2872 PG2921

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 00°48'18" W, ALONG THE EAST LINE OF SAID SECTION 27, FOR A DISTANCE OF 30.28 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST TERRY STREET (A 60.00 FOOT WIDE RIGHT-OF-WAY); THENCE RUN N 83°02'59" W, ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY, FOR A DISTANCE OF 1346.66 FEET; THENCE RUN N 06°57'01" E FOR A DISTANCE OF 858.64 FEET TO THE POINT OF BEGINNING AND TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE WEST, WHOSE RADIUS POINT BEARS N 78°51'09" W, A DISTANCE OF 790.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 790.00 FEET, THROUGH A CENTRAL ANGLE OF 24°53'04", SUBTENDED BY A CHORD OF 340.42 FEET AT A BEARING OF N 01°17'41" W, FOR AN ARC LENGTH OF 343.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 86°58'59", SUBTENDED BY A CHORD OF 24.09 FEET AT A BEARING OF N 29°45'17" E, FOR AN ARC LENGTH OF 26.57 FEET TO THE END OF SAID CURVE; THENCE RUN N 73°14'46" E FOR A DISTANCE OF 53.93 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 41°10'28", SUBTENDED BY A CHORD OF 52.74 FEET AT A BEARING OF S 86°10'00" E, FOR AN ARC LENGTH OF 53.90 FEET TO THE END OF SAID CURVE; THENCE RUN S 65°34'46" E FOR A DISTANCE OF 110.32 FEET; THENCE RUN N 24°25'14" E FOR A DISTANCE OF 50.00 FEET; THENCE RUN N 65°34'46" W FOR A DISTANCE OF 17.55 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 24.75 FEET AT A BEARING OF N 20°34'46" W, FOR AN ARC LENGTH OF 27.49 FEET TO THE END OF SAID CURVE; THENCE RUN N 24°25'14" E FOR A DISTANCE OF 83.05 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING RADIUS OF 82.50 FEET, THROUGH A CENTRAL ANGLE OF 42°45'29", SUBTENDED BY A CHORD OF 60.15 FEET AT A BEARING OF N 45°47'59" E, FOR AN ARC LENGTH OF 61.57 FEET TO THE END OF SAID CURVE; THENCE RUN N 67°10'44" E FOR A DISTANCE OF 310.07 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT,



EXHIBIT "I-1"

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3800 Via Del Rey ▪ Bonita Springs, Florida 34134

HAVING A RADIUS OF 182.50 FEET, THROUGH A CENTRAL ANGLE OF 22°01'15", SUBTENDED BY A CHORD OF 69.71 FEET AT A BEARING OF N 78°11'21" E FOR AN ARC LENGTH OF 70.14 FEET TO THE END OF SAID CURVE; THENCE RUN N 89°11'59" E FOR A DISTANCE OF 97.86 FEET; THENCE RUN S 00°49'12" E FOR A DISTANCE OF 65.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S 00°48'01" E, A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 42.43 FEET AT A BEARING OF S 45°48'01" E, FOR AN ARC LENGTH OF 47.12 FEET TO THE END OF SAID CURVE; THENCE RUN S 00°48'01" E FOR A DISTANCE OF 17.50 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 77.50 FEET, THROUGH A CENTRAL ANGLE OF 15°30'00", SUBTENDED BY A CHORD OF 20.90 FEET AT A BEARING OF S 06°56'59" W, FOR AN ARC LENGTH OF 20.97 FEET TO THE END OF SAID CURVE; THENCE RUN S 14°41'59" W FOR A DISTANCE OF 219.00 FEET; THENCE RUN N 75°18'01" W FOR A DISTANCE OF 100.00 FEET; THENCE RUN S 14°41'59" W FOR A DISTANCE OF 235.84 FEET; THENCE RUN S 88°41'38" W FOR A DISTANCE OF 435.56 FEET; THENCE RUN S 49°15'29" W FOR A DISTANCE OF 152.81 FEET TO THE POINT OF BEGINNING, CONTAINING 6.434 ACRES, MORE OR LESS.

OR2872 PG2922

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N 00°48'18" W.

Q. GRADY MINOR & ASSOCIATES, P.A.

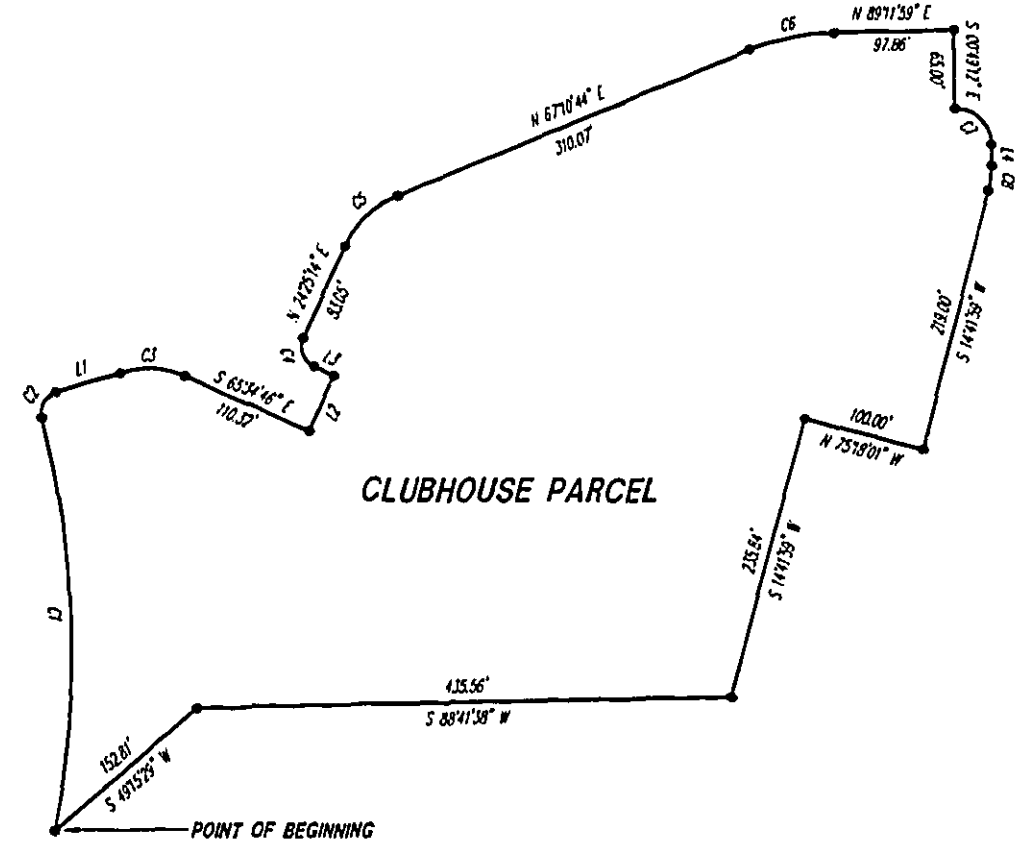
SIGNED 7-2-97

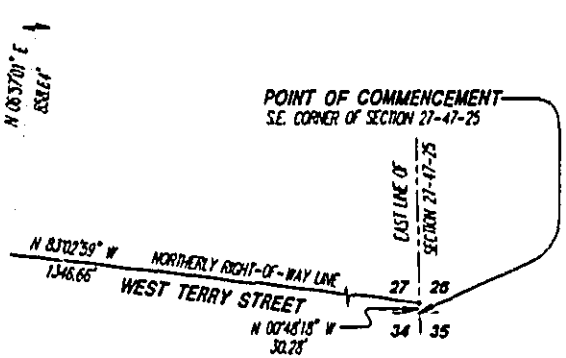
TOM CHERNESKY, P.S.M. #5426
STATE OF FLORIDA

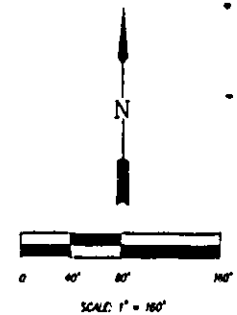
F:SURVEY\BF.CD



EXHIBIT "I-1"




**LINE TABLE**

| LINE | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N 73°14'46" E | 53.93' |
| L2 | N 24°25'14" E | 50.00' |
| L3 | N 65°34'46" W | 17.55' |
| L4 | S 00°48'01" E | 17.50' |

**CURVE TABLE**

| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA |
|---|---|---|---|---|---|---|
| C1 | 790.00' | 343.11' | 174.30' | 340.42' | N 01°17'41" W | 24°53'04" |
| C2 | 17.50' | 26.57' | 16.60' | 24.09' | N 29°45'17" E | 86°58'59" |
| C3 | 75.00' | 53.90' | 28.17' | 52.74' | S 86°10'00" E | 41°10'28" |
| C4 | 17.50' | 27.49' | 17.50' | 24.75' | N 20°34'46" W | 90°00'00" |
| C5 | 82.50' | 61.57' | 32.30' | 60.15' | N 45°47'59" E | 42°45'29" |
| C6 | 182.50' | 70.14' | 35.51' | 69.71' | N 78°11'21" E | 22°01'15" |
| C7 | 30.00' | 47.12' | 30.00' | 42.43' | S 45°48'01" E | 90°00'00" |
| C8 | 77.50' | 20.97' | 10.55' | 20.90' | S 06°56'59" W | 15°30'00" |

Page 3

EXHIBIT "I-1"

THIS IS NOT A SURVEY

THIS SKETCH MAY HAVE BEEN REDUCED

| Revision | Date | Description | By |
|---|---|---|---|
| | | | |

SHEET 3 OF 3

DRAWN BY: T.C.

APPROVED: T.C.

SCALE: 1" = 160'


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (941) 947-1144 FAX : (941) 947-0375


**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

**CLUBHOUSE PARCEL @ BONITA FAIRWAYS**

SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

| DATE | PROJECT CODE: | DRAWING NUMBER: |
|---|---|---|
| JULY 2, 1997 | BF.CD | B-1166 |

OR2812 PG2923

# Q. GRADY MINOR & ASSOCIATES, P.A.

Civil Engineers ▪ Land Surveyors ▪ Planners

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.

ALAN V. ROSEMAN
ROBERT W. THINNES, A.I.C.P.
ERIC V. SANDOVAL, P.S.M.


**LEGAL DESCRIPTION**
**ROSEWOOD POINTE GARDENS COMPLEX,**
**ACCESS ROAD AND LAKES "C" AND "D"**
**(SKETCH B-1163)**

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 00°48'18" W, ALONG THE EAST LINE OF SAID SECTION 27, FOR A DISTANCE OF 30.28 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST TERRY STREET (A 60.00 FOOT WIDE RIGHT-OF-WAY); THENCE RUN N 83°02'59" W, ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY, FOR A DISTANCE OF 981.86 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N 83°02'59" W, ALONG SAID RIGHT-OF-WAY, FOR A DISTANCE OF 180.03 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS N 06°57'01" E, A DISTANCE OF 50.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 91°00'12", SUBTENDED BY A CHORD OF 71.33 FEET AT A BEARING OF N 51°26'55" E, FOR AN ARC LENGTH OF 79.42 FEET TO THE END OF SAID CURVE; THENCE RUN N 05°56'49" E FOR A DISTANCE OF 175.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 59°43'50", SUBTENDED BY A CHORD OF 59.76 FEET AT A BEARING OF N 23°55'06" W, FOR AN ARC LENGTH OF 62.55 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, THROUGH A CENTRAL ANGLE OF 05°10'15" SUBTENDED BY A CHORD OF 48.72 FEET AT A BEARING OF N 51°11'53" W, FOR AN ARC LENGTH OF 48.74 FEET TO THE END OF SAID CURVE; THENCE RUN S 41°23'15" W FOR A DISTANCE OF 80.95 FEET;
THENCE RUN S 73°31'59" W FOR A DISTANCE OF 311.67 FEET;
THENCE RUN N 16°28'01" W FOR A DISTANCE OF 153.39 FEET;
THENCE RUN S 15°10'02" E FOR A DISTANCE OF 15.19 FEET;
THENCE RUN S 14°41'14" W FOR A DISTANCE OF 30.43 FEET;
THENCE RUN S 52°30'33" W FOR A DISTANCE OF 37.45 FEET;
THENCE RUN S 85°52'03" W FOR A DISTANCE OF 39.05 FEET;
THENCE RUN S 53°29'15" W FOR A DISTANCE OF 62.71 FEET;
THENCE RUN S 78°20'34" W FOR A DISTANCE OF 53.50 FEET;
THENCE RUN N 68°17'47" W FOR A DISTANCE OF 32.02 FEET;
THENCE RUN N 80°23'50" W FOR A DISTANCE OF 47.94 FEET;
THENCE RUN S 82°42'02" W FOR A DISTANCE OF 100.03 FEET;
THENCE RUN N 50°25'58" W FOR A DISTANCE OF 58.77 FEET;
THENCE RUN N 11°19'03" W FOR A DISTANCE OF 40.37 FEET;
THENCE RUN N 03°09'03" E FOR A DISTANCE OF 53.75 FEET;
THENCE RUN N 25°40'37" W FOR A DISTANCE OF 92.10 FEET;

OR2872 PG2921



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THENCE RUN N 00°21'22" E FOR A DISTANCE OF 64.92 FEET;
THENCE RUN N 12°00'25" E FOR A DISTANCE OF 115.38 FEET;
THENCE RUN N 36°53'35" W FOR A DISTANCE OF 136.62 FEET;
THENCE RUN N 15°45'41" W FOR A DISTANCE OF 64.05 FEET;
THENCE RUN N 12°35'06" E FOR A DISTANCE OF 86.72 FEET;
THENCE RUN N 11°53'09" W FOR A DISTANCE OF 121.54 FEET;
THENCE RUN N 34°29'25" W FOR A DISTANCE OF 57.63 FEET;
THENCE RUN N 09°43'28" E FOR A DISTANCE OF 38.94 FEET;
THENCE RUN N 50°19'54" E FOR A DISTANCE OF 13.88 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS S 45°44'29" E, A DISTANCE OF 50.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 00°42'19", SUBTENDED BY A CHORD OF 0.62 FEET AT A BEARING OF N 44°36'41" E, FOR AN ARC LENGTH OF 0.62 FEET TO THE END OF SAID CURVE; THENCE RUN N 14°55'47" W FOR A DISTANCE OF 161.74 FEET; THENCE RUN N 75°04'13" E FOR A DISTANCE OF 12.31 FEET; THENCE RUN N 14°55'47" W FOR A DISTANCE OF 202.93 FEET; THENCE RUN N 01°24'10" W FOR A DISTANCE OF 161.32 FEET; THENCE RUN N 43°35'50" E FOR A DISTANCE OF 37.35 FEET; THENCE RUN N 88°35'50" E FOR A DISTANCE OF 29.88 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 517.50 FEET, THROUGH A CENTRAL ANGLE OF 06°14'39", SUBTENDED BY A CHORD OF 56.37 FEET AT A BEARING OF N 85°28'30" E, FOR AN ARC LENGTH OF 56.40 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 482.50 FEET, THROUGH A CENTRAL ANGLE OF 06°14'39" SUBTENDED BY A CHORD OF 52.56 FEET AT A BEARING OF N 85°28'30" E, FOR AN ARC LENGTH OF 52.58 FEET TO THE END OF SAID CURVE; THENCE RUN N 88°35'50" E FOR A DISTANCE OF 265.48 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 217.50 FEET, THROUGH A CENTRAL ANGLE OF 25°15'09", SUBTENDED BY A CHORD OF 95.09 FEET AT A BEARING OF N 75°58'15" E, FOR AN ARC LENGTH OF 95.86 FEET TO THE END OF SAID CURVE; THENCE RUN N 63°20'40" E FOR A DISTANCE OF 46.63 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 86°39'26", SUBTENDED BY A CHORD OF 24.02 FEET AT A BEARING OF S 73°19'36" E, FOR AN ARC LENGTH OF 26.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 401.26 FEET, THROUGH A CENTRAL ANGLE OF 16°28'35" SUBTENDED BY A CHORD OF 114.99 FEET AT A BEARING OF S 38°14'10" E, FOR AN ARC LENGTH OF 115.39 TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 732.50 FEET, THROUGH A CENTRAL ANGLE OF 15°04'30" SUBTENDED BY A CHORD OF 192.17 FEET AT A BEARING OF S 38°56'12" E, FOR AN ARC LENGTH OF 192.73 FEET TO A POINT OF COMPOUND CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 92.50 FEET, THROUGH A CENTRAL ANGLE OF 33°24'11" SUBTENDED BY A CHORD OF 53.17 FEET AT A BEARING OF S 14°41'51" E, FOR AN ARC LENGTH OF 53.93 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF

OR 2872 PG 2925

SAID CURVE TO THE LEFT, HAVING A RADIUS OF 77.50 FEET, THROUGH A CENTRAL ANGLE OF 26°34'40" SUBTENDED BY A CHORD OF 35.63 FEET AT A BEARING OF S 11°17'06" E, FOR AND ARC LENGTH OF 35.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 710.00 FEET, THROUGH A CENTRAL ANGLE OF 04°12'23" SUBTENDED BY A CHORD OF 52.11 FEET AT A BEARING OF S 22°28'14" E, FOR AN ARC LENGTH OF 52.13 FEET TO THE END OF SAID CURVE; THENCE RUN N 69°47'38" E FOR A DISTANCE OF 69.00 FEET TO A POINT OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S 69°38'47" W, A DISTANCE OF 779.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 779.00 FEET, THROUGH A CENTRAL ANGLE OF 00°32'26", SUBTENDED BY A CHORD OF 7.35 FEET AT A BEARING OF S 20°04'58" E, FOR AN ARC LENGTH OF 7.35 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 17.50 FEET THROUGH A CENTRAL ANGLE OF 86°56'29" SUBTENDED BY A CHORD OF 24.08 FEET AT A BEARING OF S 63°16'59" E, FOR AN ARC LENGTH OF 26.55 FEET TO THE END OF SAID CURVE; THENCE RUN N 73°14'46" E FOR A DISTANCE OF 64.95 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 41°10'28", SUBTENDED BY A CHORD OF 87.91 FEET AT A BEARING OF S 86°10'00" E, FOR AN ARC LENGTH OF 89.83 FEET TO THE END OF SAID CURVE; THENCE RUN S 65°34'46" E FOR A DISTANCE OF 110.32 FEET; THENCE RUN S 24°25'14" W FOR A DISTANCE OF 50.00 FEET; THENCE RUN N 65°34'46" W FOR A DISTANCE OF 110.32 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 41°10'28", SUBTENDED BY A CHORD OF 52.74 FEET AT A BEARING OF N 86°10'00" W, FOR AN ARC LENGTH OF 53.90 FEET TO THE END OF SAID CURVE; THENCE RUN S 73°14'46" W FOR A DISTANCE OF 53.93 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 86°58'59", SUBTENDED BY A CHORD OF 24.09 FEET AT A BEARING OF S 29°45'17" W, FOR AN ARC LENGTH OF 26.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET, THROUGH A CENTRAL ANGLE OF 24°53'04" SUBTENDED BY A CHORD OF 340.42 FEET AT A BEARING OF S 01°17'41" E, FOR AN ARC LENGTH OF 343.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 710.00 FEET, THROUGH A CENTRAL ANGLE OF 17°43'17" SUBTENDED BY A CHORD OF 218.73 FEET AT A BEARING OF S 02°17'13" W, FOR AN ARC LENGTH OF 219.60 FEET TO A POINT OF COMPOUND CURVATURE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 46°31'10", SUBTENDED BY A CHORD OF 363.31 FEET AT A BEARING OF S 29°50'00" E, FOR AN ARC LENGTH OF 373.48 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTH, WHOSE RADIUS POINT BEARS N 14°17'53" E, A DISTANCE OF 277.50 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 277.50 FEET, THROUGH A CENTRAL ANGLE OF 27°10'32",

SUBTENDED BY A CHORD OF 130.39 FEET AT A BEARING OF S 89°27'28" E, FOR AN ARC LENGTH OF 131.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 222.50 FEET, THROUGH A CENTRAL ANGLE OF 14°59'33" SUBTENDED BY A CHORD OF 58.06 FEET AT A BEARING OF N 84°27'03" E, FOR AN ARC LENGTH OF 58.22 FEET TO THE END OF SAID CURVE; THENCE RUN S 01°56'40" W FOR A DISTANCE OF 45.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTH, WHOSE RADIUS POINT BEARS S 01°56'52" W, A DISTANCE OF 177.50 FEET THEREFROM; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 177.50 FEET THROUGH A CENTRAL ANGLE OF 14°59'36", SUBTENDED BY A CHORD OF 46.32 FEET AT A BEARING OF S 84°27'04" W, FOR AN ARC LENGTH OF 46.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 322.50 FEET, THROUGH A CENTRAL ANGLE OF 06°36'59", SUBTENDED BY A CHORD OF 37.22 FEET AT A BEARING OF S 80°15'46" W, FOR AN ARC LENGTH OF 37.24 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 77°37'25" SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S 44°45'32" W FOR AN ARC LENGTH OF 54.19 FEET TO THE END OF SAID CURVE; THENCE RUN S 05°56'49" W FOR A DISTANCE OF 57.68 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 112.50 FEET THROUGH A CENTRAL ANGLE OF 09°56'11", SUBTENDED BY A CHORD OF 19.49 FEET AT A BEARING OF S 10°54'55" W FOR AN ARC LENGTH OF 19.51 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 87.50 FEET, THROUGH A CENTRAL ANGLE OF 09°56'11", SUBTENDED BY A CHORD OF 15.16 FEET AT A BEARING OF S 10°54'55" W FOR AN ARC LENGTH OF 15.17 FEET TO THE END OF SAID CURVE; THENCE RUN S 05°56'49" W, FOR A DISTANCE OF 130.30 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 88°59'48", SUBTENDED BY A CHORD OF 70.09 FEET AT A BEARING OF S 38°33'05" E, FOR AN ARC LENGTH OF 77.66 FEET TO THE END OF SAID CURVE AND THE **POINT OF BEGINNING**, CONTAINING 26.893 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N 00°48'18" W.

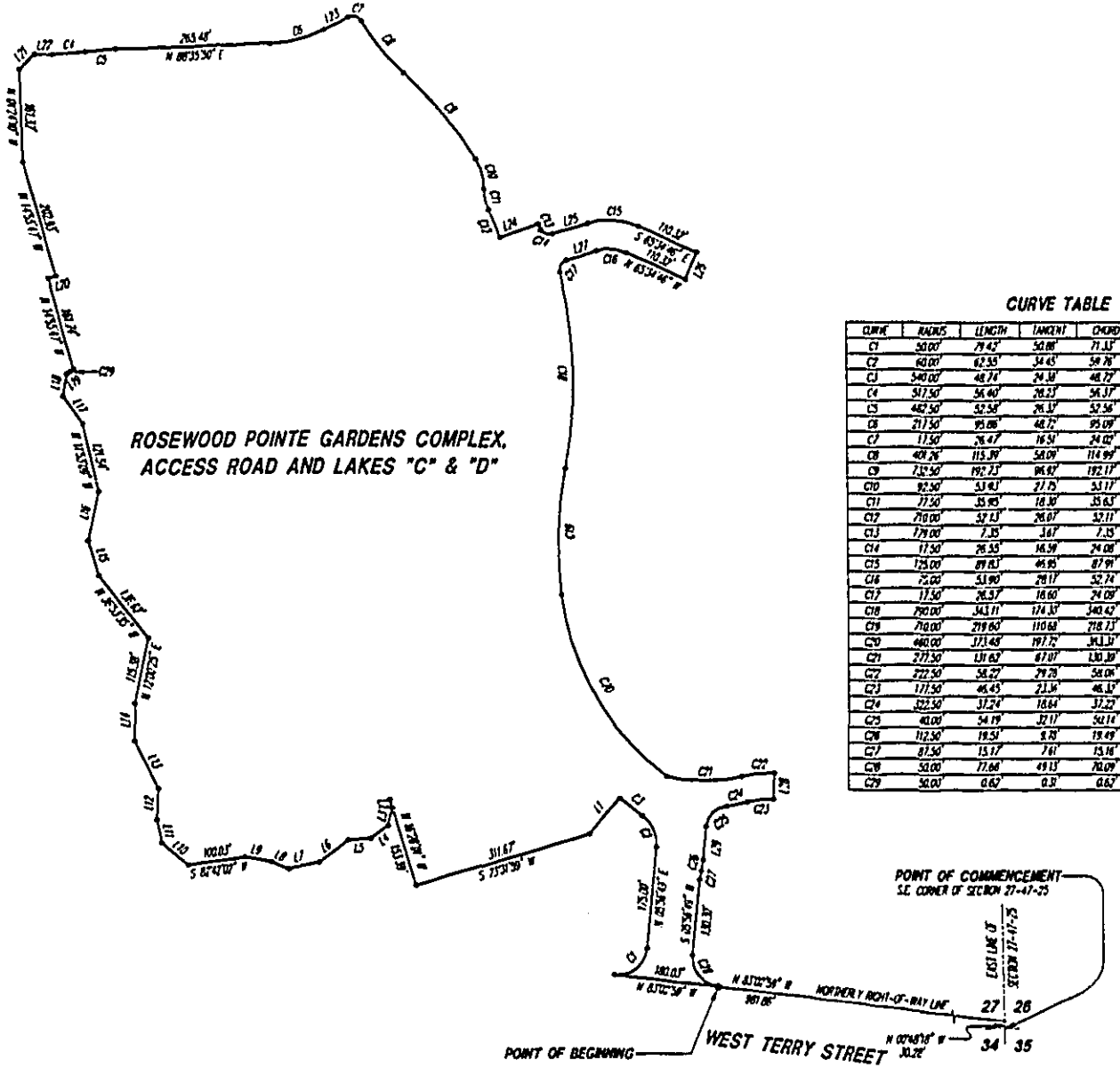
Q. GRADY MINOR & ASSOCIATES, P.A.

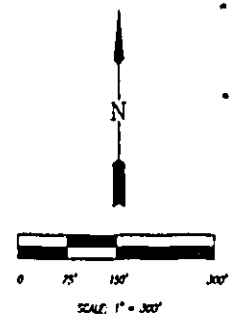
SIGNED 9-10-97

TOM CHERNESKY, P.S.M. #5426
STATE OF FLORIDA

T:\SURVEY\BF.CD

OR2872 PG2927




## CURVE TABLE

| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA |
|---|---|---|---|---|---|---|
| C1 | 50.00' | 79.43' | 50.88' | 71.33' | N 51°26'55" E | 91°00'12" |
| C2 | 60.00' | 62.55' | 34.45' | 59.78' | N 23°55'08" W | 59°43'50" |
| C3 | 540.00' | 48.74' | 24.38' | 48.72' | N 51°11'53" W | 05°10'15" |
| C4 | 517.50' | 56.40' | 28.25' | 56.37' | N 85°28'30" E | 06°14'39" |
| C5 | 482.50' | 52.58' | 26.32' | 52.56' | N 85°28'30" E | 06°14'39" |
| C6 | 217.50' | 95.08' | 48.72' | 95.09' | N 75°56'15" E | 25°15'09" |
| C7 | 117.50' | 76.47' | 16.51' | 24.02' | S 73°19'36" E | 86°39'26" |
| C8 | 409.26' | 115.39' | 58.09' | 114.99' | S 36°14'10" E | 16°26'35" |
| C9 | 735.50' | 192.23' | 96.93' | 192.17' | S 38°36'12" E | 15°04'30" |
| C10 | 92.50' | 53.93' | 27.75' | 53.17' | S 14°41'51" E | 33°24'11" |
| C11 | 77.50' | 35.95' | 18.30' | 35.63' | S 11°17'06" E | 26°34'40" |
| C12 | 710.00' | 52.13' | 26.07' | 52.11' | S 22°28'14" E | 04°12'23" |
| C13 | 779.00' | 7.35' | 3.67' | 7.35' | S 20°04'58" E | 00°32'26" |
| C14 | 17.50' | 26.55' | 16.59' | 24.08' | S 63°18'59" E | 86°56'29" |
| C15 | 725.00' | 89.83' | 44.95' | 87.91' | S 86°30'00" E | 07°05'28" |
| C16 | 75.00' | 53.90' | 28.17' | 52.74' | N 86°30'00" W | 41°10'28" |
| C17 | 17.50' | 26.57' | 16.60' | 24.09' | S 29°45'17" W | 86°56'54" |
| C18 | 790.00' | 343.11' | 174.37' | 340.42' | S 01°17'41" E | 24°53'04" |
| C19 | 710.00' | 279.60' | 110.68' | 278.23' | S 02°27'13" W | 22°33'17" |
| C20 | 460.00' | 373.48' | 197.72' | 363.31' | S 29°50'00" E | 46°31'10" |
| C21 | 277.50' | 131.62' | 67.07' | 130.39' | S 89°27'26" E | 27°10'37" |
| C22 | 222.50' | 58.27' | 29.28' | 58.08' | N 84°27'00" E | 14°59'33" |
| C23 | 117.50' | 46.45' | 23.36' | 46.33' | S 84°27'04" W | 14°59'36" |
| C24 | 322.50' | 37.24' | 18.64' | 37.22' | S 80°15'46" W | 06°36'59" |
| C25 | 40.00' | 54.19' | 32.11' | 50.14' | S 44°45'33" W | 77°37'25" |
| C26 | 112.50' | 19.51' | 9.78' | 19.49' | S 10°54'55" W | 09°56'11" |
| C27 | 87.50' | 15.17' | 7.61' | 15.16' | S 10°54'55" W | 09°56'11" |
| C28 | 50.00' | 77.66' | 49.13' | 70.09' | S 39°33'28" E | 88°59'46" |
| C29 | 50.00' | 0.62' | 0.31' | 0.62' | N 44°36'41" E | 00°42'19" |

## LINE TABLE

| LINE | DIRECTION | DISTANCE |
|---|---|---|
| L1 | S 41°27'15" W | 80.89' |
| L2 | S 15°30'02" E | 13.19' |
| L3 | S 14°41'14" W | 30.43' |
| L4 | S 52°30'53" W | 37.45' |
| L5 | S 85°57'03" W | 38.05' |
| L6 | S 53°29'15" W | 62.71' |
| L7 | S 78°20'34" W | 53.50' |
| L8 | N 68°17'47" W | 32.02' |
| L9 | N 80°27'50" W | 43.94' |
| L10 | N 30°25'58" W | 56.77' |
| L11 | N 11°39'02" W | 40.33' |
| L12 | N 03°09'03" E | 53.75' |
| L13 | N 25°40'37" W | 92.10' |
| L14 | N 00°21'22" E | 64.82' |
| L15 | N 15°45'41" W | 64.05' |
| L16 | N 12°35'08" E | 88.77' |
| L17 | N 34°29'25" W | 57.63' |
| L18 | N 09°43'28" E | 38.94' |
| L19 | N 50°19'54" E | 13.68' |
| L20 | N 75°04'13" E | 12.31' |
| L21 | N 43°35'50" E | 37.35' |
| L22 | N 88°35'50" E | 29.88' |
| L23 | N 63°20'40" E | 46.63' |
| L24 | N 69°47'38" E | 69.00' |
| L25 | N 73°14'46" E | 84.85' |
| L26 | S 24°25'14" E | 50.00' |
| L27 | S 73°14'46" W | 53.83' |
| L28 | S 01°58'40" W | 45.00' |
| L29 | S 05°58'49" W | 57.68' |

THIS IS NOT A SURVEY

THIS SKETCH MAY HAVE BEEN REDUCED

Page 8

EXHIBIT "I-1"

| Revision | Date | By |
|---|---|---|
| | | |

SHEET 5 OF 5

DRAWN BY: T.C.

APPROVED: T.C.

SCALE: 1" = 300'

OR 2872 PG 2928

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE: (941) 947-1144 FAX: (941) 947-0375

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

**ROSEWOOD POINTE GARDENS COMPLEX,
ACCESS ROAD AND LAKES "C" & "D"**

SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

| DATE: | PROJECT CODE: | DRAWING NUMBER: |
|---|---|---|
| SEPTEMBER 10, 1997 | RP CD | B-1163 |

Q. GRADY MINOR & ASSOCIATES, P.A.
Civil Engineers ▪ Land Surveyors ▪ Planners

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.

ALAN V. ROSEMAN
ROBERT W. THINNES, A.I.C.P.
ERIC V. SANDOVAL, P.S.M.

**LEGAL DESCRIPTION**
**CAROUSEL COVE PLAT**

**LESS TRACT "E"**

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 00°48'18" W, ALONG THE EAST LINE OF SAID SECTION 27, FOR A DISTANCE OF 466.91 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 00°48'18" W, ALONG SAID EAST LINE, FOR A DISTANCE OF 1222.52 FEET; THENCE RUN S 89°11'59" W FOR A DISTANCE OF 475.00 FEET; THENCE RUN S 00°49'12" E FOR A DISTANCE OF 45.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S 44°11'59" W, A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" SUBTENDED BY A CHORD OF 42.43 FEET AT A BEARING OF S 45°48'01" E, FOR AN ARC LENGTH OF 47.12 FEET TO THE END OF SAID CURVE; THENCE RUN S 00°48'01" E FOR A DISTANCE OF 17.50 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 77.50 FEET, THROUGH A CENTRAL ANGLE OF 15°30'00" , SUBTENDED BY A CHORD OF 20.90 FEET AT A BEARING OF S 06°56'59" W FOR AN ARC LENGTH OF 20.97 FEET TO THE END OF SAID CURVE; THENCE RUN S 14°41'59" W FOR A DISTANCE OF 164.00 FEET; THENCE RUN N 75°18'01" W FOR A DISTANCE OF 100.00 FEET; THENCE RUN S 14°41'59" W FOR A DISTANCE OF 430.15 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 272.50 FEET THROUGH A CENTRAL ANGLE OF 19°44'42", SUBTENDED BY A CHORD OF 93.44 FEET AT A BEARING OF S 04°49'37" W, FOR AN ARC LENGTH OF 93.91 FEET TO THE END OF SAID CURVE; THENCE RUN S 05°02'44" E FOR A DISTANCE OF 370.34 FEET; THENCE RUN N 61°02'44" W FOR A DISTANCE OF 36.37 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 322.50 FEET, THROUGH A CENTRAL ANGLE OF 27°00'37", SUBTENDED BY A CHORD OF 150.63 FEET AT A BEARING OF

OR2872 PG2929



(941) 947-1144 ▪ FAX (941) 947-0375 ▪ E-Mail: QGMA@aol.com
3800 Via Del Rey ▪ Bonita Springs, Florida 34134

N 74°33'02" W, FOR AN ARC LENGTH OF 152.03 FEET TO THE END OF SAID CURVE; THENCE RUN S 01°56'40" W FOR A DISTANCE OF 100.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTH, WHOSE RADIUS POINT BEARS S 01°56'50" W, A DISTANCE OF 222.50 FEET THEREFROM; THENCE RUN WESTERLY ALONG THE ARC OF SAID TO THE LEFT, HAVING A RADIUS OF 222.50 FEET, THROUGH A CENTRAL ANGLE OF 14°59'33", SUBTENDED BY A CHORD OF 58.06 FEET AT A BEARING OF S 84°27'03" W, FOR AN ARC LENGTH OF 58.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 277.50 FEET, THROUGH A CENTRAL ANGLE OF 27°10'32" SUBTENDED BY A CHORD OF 130.39 FEET AT A BEARING OF N 89°27'28" W FOR AN ARC LENGTH OF 131.62 FEET TO THE END OF SAID CURVE; THENCE RUN S 36°54'25" W FOR A DISTANCE OF 80.01 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS N 36°54'25" E, A DISTANCE OF 540.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET, THROUGH A CENTRAL ANGLE OF 00°41'25", SUBTENDED BY A CHORD OF 6.51 FEET AT A BEARING OF S 53°26'18" E, FOR AN ARC LENGTH OF 6.51 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 59°43'50" SUBTENDED BY A CHORD OF 59.76 FEET AT A BEARING OF S 23°55'06" E FOR AN ARC LENGTH OF 62.55 FEET TO THE END OF SAID CURVE; THENCE RUN S 05°56'49" W FOR A DISTANCE OF 175.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 91°00'12", SUBTENDED BY A CHORD OF 71.33 FEET AT A BEARING OF S 51°26'55" W, FOR AN ARC LENGTH OF 79.42 FEET TO THE END OF SAID CURVE; THENCE RUN S 83°02'59" E FOR A DISTANCE OF 180.03 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, WHOSE RADIUS POINT BEARS N 06°57'01" E, A DISTANCE OF 50.00 FEET THEREFROM; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 88°59'48", SUBTENDED BY A CHORD OF 70.09 FEET AT A BEARING OF N 38°33'05" W, FOR AN ARC LENGTH OF 77.66 FEET TO THE END OF SAID CURVE; THENCE RUN N 05°56'49" E FOR A DISTANCE OF 130.30 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 87.50 FEET, THROUGH A CENTRAL ANGLE OF 09°56'11", SUBTENDED BY A CHORD OF 15.16 FEET AT A BEARING OF N 10°54'55" E FOR AN ARC LENGTH OF 15.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 112.50 FEET, THROUGH A CENTRAL ANGLE OF 09°56'11" SUBTENDED BY A CHORD OF 19.49 FEET AT A BEARING OF N 10°54'55" E FOR AN ARC LENGTH OF 19.51 FEET TO THE END OF SAID CURVE; THENCE RUN N 05°56'49" E FOR A DISTANCE OF 57.68 FEET TO THE BEGINNING OF A

OR2872 PG2930

TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 77°37'25" SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF N 44°45'32" E FOR AN ARC LENGTH OF 54.19 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 322.50 FEET, THROUGH A CENTRAL ANGLE OF 06°39'59" SUBTENDED BY A CHORD OF 37.22 FEET AT A BEARING OF N 80°15'46" E FOR AN ARC LENGTH OF 37.24 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 177.50 FEET, THROUGH A CENTRAL ANGLE OF 14°59'36" SUBTENDED BY A CHORD OF 46.32 FEET AT A BEARING OF N 84°27'04" E FOR AN ARC LENGTH OF 46.45 FEET TO THE END OF SAID CURVE; THENCE RUN S 01°56'40" W FOR A DISTANCE OF 100.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTH, WHOSE RADIUS POINT BEARS S 01°56'40" W, A DISTANCE OF 77.50 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 77.50 FEET, THROUGH A CENTRAL ANGLE OF 27°00'28", SUBTENDED BY A CHORD OF 36.19 FEET AT A BEARING OF S 74°33'06" E, FOR AN ARC LENGTH OF 36.53 FEET TO THE END OF SAID CURVE; THENCE RUN S 61°02'52" E FOR A DISTANCE OF 75.01 FEET TO THE BEGINNING OF A CIRCULAR CURVE CONCAVE TO THE NORTH; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 222.50 FEET, THROUGH A CENTRAL ANGLE OF 56°29'52", SUBTENDED BY A CHORD OF 210.62 FEET AT A BEARING OF S 89°17'48" E, FOR AN ARC LENGTH OF 219.40 FEET TO THE END OF SAID CURVE; THENCE RUN N 62°27'16" E FOR A DISTANCE OF 40.00 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 27.50 FEET, THROUGH A CENTRAL ANGLE OF 51°00'01", SUBTENDED BY A CHORD OF 23.68 FEET AT A BEARING OF N 87°57'16" E, FOR AN ARC LENGTH OF 24.48 FEET TO THE END OF SAID CURVE; THENCE RUN S 66°32'44" E FOR A DISTANCE OF 207.29 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 222.50 FEET THROUGH A CENTRAL ANGLE OF 114°15'34", SUBTENDED BY A CHORD OF 373.76 FEET AT A BEARING OF N 56°19'29" E, FOR AN ARC LENGTH OF 443.71 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING, CONTAINING 22.33 ACRES, MORE OR LESS.

OR2872 PG2931

**LESS**

TRACT "E" AS SHOWN ON THE PLAT OF CAROUSEL COVE, RECORDED IN PLAT BOOK 60 AT PAGES 13 THROUGH 15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, CONTAINING 3.09 ACRES, MORE OR LESS.

CONTAINING A TOTAL OF 19.24 ACRES MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N 00°48'18" W.

Q. GRADY MINOR & ASSOCIATES

SIGNED SEPT. 10, 1997

Eric V. Sandoval

ERIC V. SANDOVAL, P.S.M. #5223
STATE OF FLORIDA

OR2872 PG2932

F:SURVEY\BFX

PLAT BOOK PAGE
SHEET 1 OF 3

# CAROUSEL COVE

## A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

### NOTICE

LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE AND SEWER FACILITIES.

### LEGAL DESCRIPTION

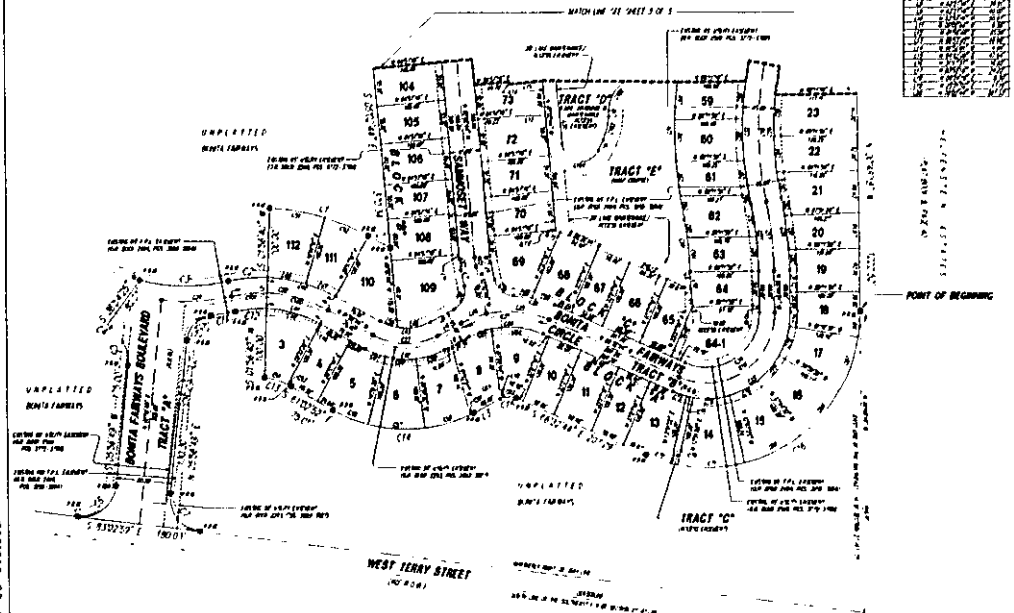
A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 89°56'58" W ALONG THE EAST LINE OF SAID SECTION 27, FOR A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 89°56'58" W ALONG SAID EAST LINE, FOR A DISTANCE OF 1323.50 FEET; THENCE RUN S 89°51'56" W FOR A DISTANCE OF 675.00 FEET; THENCE RUN S 89°56'58" E FOR A DISTANCE OF 95.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; WHOSE RADIUS POINT BEARS S 44°03'02" W; A DISTANCE OF 30.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 89°59'58", SUBTENDED BY A CHORD OF 42.43 FEET AT A BEARING OF S 45°56'59" E, FOR AN ARC LENGTH OF 47.12 FEET TO THE END OF SAID CURVE; THENCE RUN S 89°56'58" E FOR A DISTANCE OF 17.50 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 179°59'58", SUBTENDED BY A CHORD OF 35.00 FEET AT A BEARING OF S 00°56'58" E, FOR AN ARC LENGTH OF 54.98 FEET TO THE END OF SAID CURVE; THENCE RUN S 89°56'58" E FOR A DISTANCE OF 1320.00 FEET; THENCE RUN N 00°03'02" E FOR A DISTANCE OF 428.16 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1382.39 FEET, THROUGH A CENTRAL ANGLE OF 10°04'42", SUBTENDED BY A CHORD OF 243.04 FEET AT A BEARING OF N 04°55'23" E; FOR AN ARC LENGTH OF 243.34 FEET TO THE END OF SAID CURVE; THENCE RUN N 00°03'02" E FOR A DISTANCE OF 30.37 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 323.50 FEET, THROUGH A CENTRAL ANGLE OF 77°27'00", SUBTENDED BY A CHORD OF 404.00 FEET AT A BEARING OF N 38°39'32" E; FOR AN ARC LENGTH OF 436.99 FEET TO THE END OF SAID CURVE; THENCE RUN N 77°23'02" E FOR A DISTANCE OF 278.34 FEET; THENCE RUN N 12°36'58" W FOR A DISTANCE OF 30.37 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 323.50 FEET, THROUGH A CENTRAL ANGLE OF 77°27'00", SUBTENDED BY A CHORD OF 404.00 FEET AT A BEARING OF N 64°19'32" W; FOR AN ARC LENGTH OF 436.99 FEET TO THE END OF SAID CURVE; THENCE RUN S 77°23'02" W FOR A DISTANCE OF 278.34 FEET; THENCE RUN N 12°36'58" W FOR A DISTANCE OF 30.00 FEET TO A POINT OF INTENDED CURVATURE; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 323.50 FEET, THROUGH A CENTRAL ANGLE OF 12°36'58", SUBTENDED BY A CHORD OF 71.09 FEET AT A BEARING OF N 06°18'29" W; FOR AN ARC LENGTH OF 71.24 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 42.43 FEET AT A BEARING OF N 44°36'58" W; FOR AN ARC LENGTH OF 47.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1382.39 FEET, THROUGH A CENTRAL ANGLE OF 10°04'42", SUBTENDED BY A CHORD OF 242.70 FEET AT A BEARING OF S 85°56'58" W; FOR AN ARC LENGTH OF 242.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 323.50 FEET, THROUGH A CENTRAL ANGLE OF 77°27'00", SUBTENDED BY A CHORD OF 404.00 FEET AT A BEARING OF S 64°19'32" E; FOR AN ARC LENGTH OF 436.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 42.43 FEET AT A BEARING OF S 45°03'02" E; FOR AN ARC LENGTH OF 47.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 323.50 FEET, THROUGH A CENTRAL ANGLE OF 77°27'00", SUBTENDED BY A CHORD OF 404.00 FEET AT A BEARING OF S 77°23'02" E; FOR AN ARC LENGTH OF 436.99 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 12°36'58", SUBTENDED BY A CHORD OF 7.09 FEET AT A BEARING OF S 18°54'31" E; FOR AN ARC LENGTH OF 7.10 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1382.39 FEET, THROUGH A CENTRAL ANGLE OF 17°59'26", SUBTENDED BY A CHORD OF 432.30 FEET AT A BEARING OF S 80°53'42" W; FOR AN ARC LENGTH OF 433.98 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 42.43 FEET AT A BEARING OF S 44°56'58" W; FOR AN ARC LENGTH OF 47.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 323.50 FEET, THROUGH A CENTRAL ANGLE OF 77°27'00", SUBTENDED BY A CHORD OF 404.00 FEET AT A BEARING OF S 38°39'32" W; FOR AN ARC LENGTH OF 436.99 FEET TO THE END OF SAID CURVE; THENCE RUN S 77°23'02" W FOR A DISTANCE OF 278.34 FEET; THENCE RUN S 12°36'58" E FOR A DISTANCE OF 30.37 FEET TO THE BEGINNING OF TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 323.50 FEET, THROUGH A CENTRAL ANGLE OF 77°27'00", SUBTENDED BY A CHORD OF 404.00 FEET AT A BEARING OF S 64°19'32" W; FOR AN ARC LENGTH OF 436.99 FEET TO THE END OF SAID CURVE; THENCE RUN S 89°56'58" W FOR A DISTANCE OF 1320.00 FEET; THENCE RUN N 00°03'02" W FOR A DISTANCE OF 30.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; WHOSE RADIUS POINT BEARS N 00°03'02" W; A DISTANCE OF 1382.39 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1382.39 FEET, THROUGH A CENTRAL ANGLE OF 10°04'42", SUBTENDED BY A CHORD OF 242.70 FEET AT A BEARING OF N 84°54'37" E; FOR AN ARC LENGTH OF 242.99 FEET TO THE END OF SAID CURVE; THENCE RUN N 89°56'58" E FOR A DISTANCE OF 1320.00 FEET; THENCE RUN N 00°03'02" W FOR A DISTANCE OF 30.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEA

# CAROUSEL COVE

*A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27 TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA*

PLAT BOOK ____ PAGE ____
SHEET 2 OF 3




LINE TABLE

| LINE | LENGTH | BEARING |
|---|---|---|
| L1 | 5.00' | S 89°00'59" E |
| L2 | 5.00' | S 89°00'59" E |
| L3 | 5.00' | S 89°00'59" E |
| L4 | 5.00' | S 89°00'59" E |
| L5 | 5.00' | S 89°00'59" E |
| L6 | 5.00' | S 89°00'59" E |
| L7 | 5.00' | S 89°00'59" E |
| L8 | 5.00' | S 89°00'59" E |
| L9 | 5.00' | S 89°00'59" E |
| L10 | 5.00' | S 89°00'59" E |
| L11 | 5.00' | S 89°00'59" E |
| L12 | 5.00' | S 89°00'59" E |
| L13 | 5.00' | S 89°00'59" E |
| L14 | 5.00' | S 89°00'59" E |
| L15 | 5.00' | S 89°00'59" E |
| L16 | 5.00' | S 89°00'59" E |
| L17 | 5.00' | S 89°00'59" E |
| L18 | 5.00' | S 89°00'59" E |
| L19 | 5.00' | S 89°00'59" E |
| L20 | 5.00' | S 89°00'59" E |
| L21 | 5.00' | S 89°00'59" E |
| L22 | 5.00' | S 89°00'59" E |
| L23 | 5.00' | S 89°00'59" E |
| L24 | 5.00' | S 89°00'59" E |
| L25 | 5.00' | S 89°00'59" E |
| L26 | 5.00' | S 89°00'59" E |
| L27 | 5.00' | S 89°00'59" E |
| L28 | 5.00' | S 89°00'59" E |
| L29 | 5.00' | S 89°00'59" E |
| L30 | 5.00' | S 89°00'59" E |
| L31 | 5.00' | S 89°00'59" E |
| L32 | 5.00' | S 89°00'59" E |
| L33 | 5.00' | S 89°00'59" E |
| L34 | 5.00' | S 89°00'59" E |
| L35 | 5.00' | S 89°00'59" E |
| L36 | 5.00' | S 89°00'59" E |
| L37 | 5.00' | S 89°00'59" E |
| L38 | 5.00' | S 89°00'59" E |
| L39 | 5.00' | S 89°00'59" E |
| L40 | 5.00' | S 89°00'59" E |
| L41 | 5.00' | S 89°00'59" E |
| L42 | 5.00' | S 89°00'59" E |
| L43 | 5.00' | S 89°00'59" E |
| L44 | 5.00' | S 89°00'59" E |
| L45 | 5.00' | S 89°00'59" E |
| L46 | 5.00' | S 89°00'59" E |
| L47 | 5.00' | S 89°00'59" E |
| L48 | 5.00' | S 89°00'59" E |
| L49 | 5.00' | S 89°00'59" E |
| L50 | 5.00' | S 89°00'59" E |
| L51 | 5.00' | S 89°00'59" E |
| L52 | 5.00' | S 89°00'59" E |
| L53 | 5.00' | S 89°00'59" E |
| L54 | 5.00' | S 89°00'59" E |
| L55 | 5.00' | S 89°00'59" E |
| L56 | 5.00' | S 89°00'59" E |
| L57 | 5.00' | S 89°00'59" E |
| L58 | 5.00' | S 89°00'59" E |
| L59 | 5.00' | S 89°00'59" E |
| L60 | 5.00' | S 89°00'59" E |
| L61 | 5.00' | S 89°00'59" E |
| L62 | 5.00' | S 89°00'59" E |
| L63 | 5.00' | S 89°00'59" E |
| L64 | 5.00' | S 89°00'59" E |
| L65 | 5.00' | S 89°00'59" E |
| L66 | 5.00' | S 89°00'59" E |
| L67 | 5.00' | S 89°00'59" E |
| L68 | 5.00' | S 89°00'59" E |
| L69 | 5.00' | S 89°00'59" E |
| L70 | 5.00' | S 89°00'59" E |
| L71 | 5.00' | S 89°00'59" E |
| L72 | 5.00' | S 89°00'59" E |
| L73 | 5.00' | S 89°00'59" E |
| L74 | 5.00' | S 89°00'59" E |
| L75 | 5.00' | S 89°00'59" E |
| L76 | 5.00' | S 89°00'59" E |
| L77 | 5.00' | S 89°00'59" E |
| L78 | 5.00' | S 89°00'59" E |
| L79 | 5.00' | S 89°00'59" E |
| L80 | 5.00' | S 89°00'59" E |
| L81 | 5.00' | S 89°00'59" E |
| L82 | 5.00' | S 89°00'59" E |
| L83 | 5.00' | S 89°00'59" E |
| L84 | 5.00' | S 89°00'59" E |
| L85 | 5.00' | S 89°00'59" E |
| L86 | 5.00' | S 89°00'59" E |
| L87 | 5.00' | S 89°00'59" E |
| L88 | 5.00' | S 89°00'59" E |
| L89 | 5.00' | S 89°00'59" E |
| L90 | 5.00' | S 89°00'59" E |
| L91 | 5.00' | S 89°00'59" E |
| L92 | 5.00' | S 89°00'59" E |
| L93 | 5.00' | S 89°00'59" E |
| L94 | 5.00' | S 89°00'59" E |
| L95 | 5.00' | S 89°00'59" E |
| L96 | 5.00' | S 89°00'59" E |
| L97 | 5.00' | S 89°00'59" E |
| L98 | 5.00' | S 89°00'59" E |
| L99 | 5.00' | S 89°00'59" E |
| L100 | 5.00' | S 89°00'59" E |

CURVE TABLE

| CURVE | RADIUS | DELTA | LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C1 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C2 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C3 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C4 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C5 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C6 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C7 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C8 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C9 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C10 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C11 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C12 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C13 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C14 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C15 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C16 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C17 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C18 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C19 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C20 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C21 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C22 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C23 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C24 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C25 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C26 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C27 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C28 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C29 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C30 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C31 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C32 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C33 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C34 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C35 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C36 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C37 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C38 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C39 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C40 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C41 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C42 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C43 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C44 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C45 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C46 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C47 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C48 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C49 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C50 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C51 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C52 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C53 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C54 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C55 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C56 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C57 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C58 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C59 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C60 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C61 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C62 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C63 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C64 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C65 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C66 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C67 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C68 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C69 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C70 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C71 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C72 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C73 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C74 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C75 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C76 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C77 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C78 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C79 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C80 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C81 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C82 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C83 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C84 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C85 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C86 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C87 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C88 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C89 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C90 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C91 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C92 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C93 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C94 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C95 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C96 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |
| C97 | 25.00' | 90°00'00" | 39.27' | S 44°00'59" E | 35.36' |
| C98 | 25.00' | 90°00'00" | 39.27' | S 45°59'01" W | 35.36' |
| C99 | 25.00' | 90°00'00" | 39.27' | N 44°00'59" W | 35.36' |
| C100 | 25.00' | 90°00'00" | 39.27' | N 45°59'01" E | 35.36' |

OR 872 PG 2931

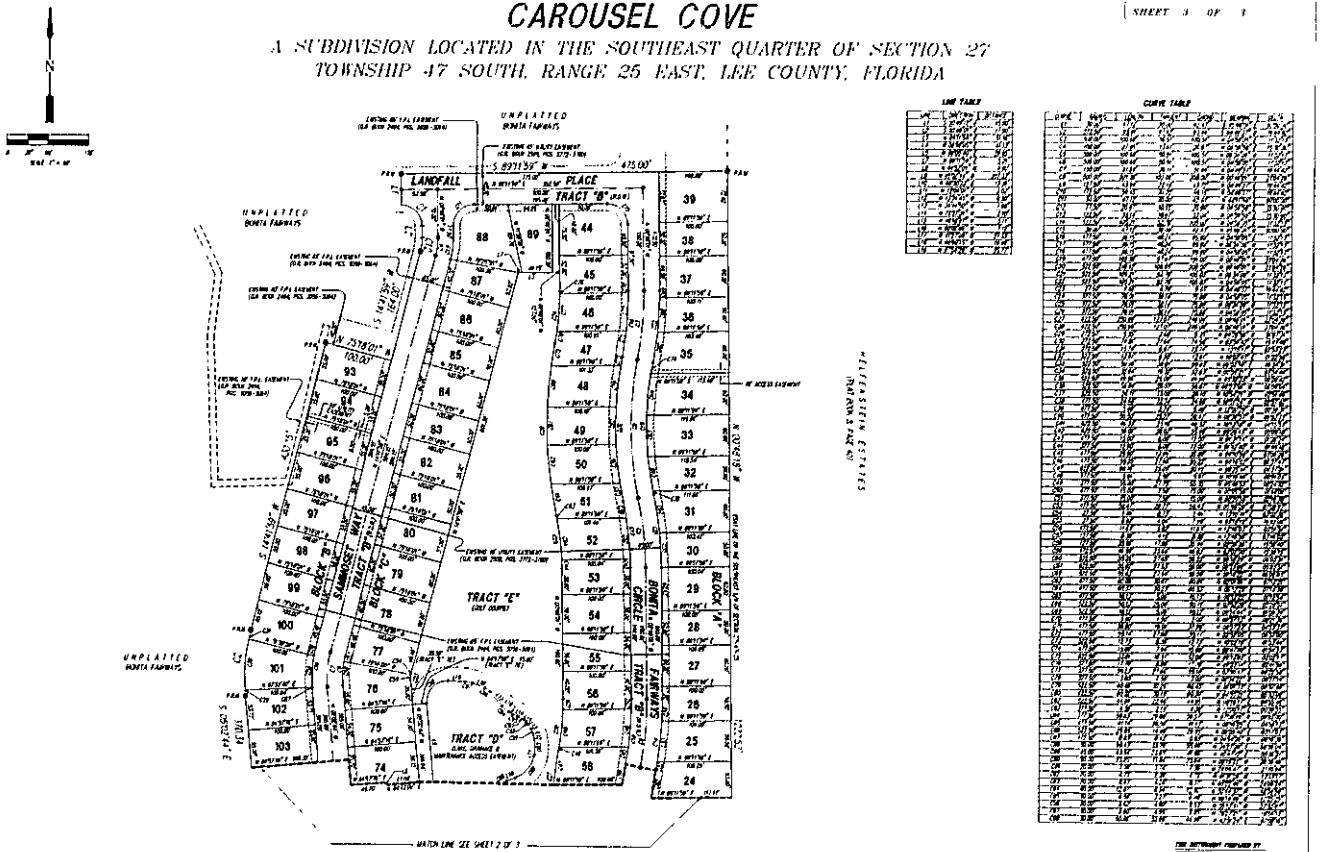


EXHIBIT "I-1"
000.010-90-16 # 0.0

PLAT BOOK PAGE
SHEET 3 OF 3

# CAROUSEL COVE

*A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27 TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA*




THIS INSTRUMENT PREPARED BY
COLE T. SANDVIG, P.S.M. #6570
W. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS

OR2872 PG2935

Page 15

EXHIBIT "I-1"

600 010-90-16 # 10

# Q. GRADY MINOR & ASSOCIATES, P.A.

Civil Engineers ▪ Land Surveyors ▪ Planners

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.

ALAN V. ROSEMAN
ROBERT W. THINNES, A.I.C.P.
ERIC V. SANDOVAL, P.S.M.


## LEGAL DESCRIPTION
## CLUBHOUSE PARCEL AT BONITA FAIRWAYS
## (SKETCH B-1166)

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 00°48'18" W, ALONG THE EAST LINE OF SAID SECTION 27, FOR A DISTANCE OF 30.28 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST TERRY STREET (A 60.00 FOOT WIDE RIGHT-OF-WAY); THENCE RUN N 83°02'59" W, ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY, FOR A DISTANCE OF 1346.66 FEET; THENCE RUN N 06°57'01" E FOR A DISTANCE OF 858.64 FEET TO THE **POINT OF BEGINNING** AND TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE WEST, WHOSE RADIUS POINT BEARS N 78°51'09" W, A DISTANCE OF 790.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 790.00 FEET, THROUGH A CENTRAL ANGLE OF 24°53'04", SUBTENDED BY A CHORD OF 340.42 FEET AT A BEARING OF N 01°17'41" W, FOR AN ARC LENGTH OF 343.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 86°58'59", SUBTENDED BY A CHORD OF 24.09 FEET AT A BEARING OF N 29°45'17" E, FOR AN ARC LENGTH OF 26.57 FEET TO THE END OF SAID CURVE; THENCE RUN N 73°14'46" E FOR A DISTANCE OF 53.93 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 41°10'28", SUBTENDED BY A CHORD OF 52.74 FEET AT A BEARING OF S 86°10'00" E, FOR AN ARC LENGTH OF 53.90 FEET TO THE END OF SAID CURVE; THENCE RUN S 65°34'46" E FOR A DISTANCE OF 110.32 FEET; THENCE RUN N 24°25'14" E FOR A DISTANCE OF 50.00 FEET; THENCE RUN N 65°34'46" W FOR A DISTANCE OF 17.55 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 17.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 24.75 FEET AT A BEARING OF N 20°34'46" W, FOR AN ARC LENGTH OF 27.49 FEET TO THE END OF SAID CURVE; THENCE RUN N 24°25'14" E FOR A DISTANCE OF 83.05 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING RADIUS OF 82.50 FEET, THROUGH A CENTRAL ANGLE OF 42°45'29", SUBTENDED BY A CHORD OF 60.15 FEET AT A BEARING OF N 45°47'59" E, FOR AN ARC LENGTH OF 61.57 FEET TO THE END OF SAID CURVE; THENCE RUN N 67°10'44" E FOR A DISTANCE OF 310.07 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT,

OR2872 PG2936



(941) 947-1144 ▪ FAX (941) 947-0375 ▪ E-Mail: QGMA@aol.com
3800 Via Del Rey ▪ Bonita Springs, Florida 34134

EXHIBIT "I-2"

HAVING A RADIUS OF 182.50 FEET, THROUGH A CENTRAL ANGLE OF 22°01'15", SUBTENDED BY A CHORD OF 69.71 FEET AT A BEARING OF N 78°11'21" E FOR AN ARC LENGTH OF 70.14 FEET TO THE END OF SAID CURVE; THENCE RUN N 89°11'59" E FOR A DISTANCE OF 97.86 FEET; THENCE RUN S 00°49'12" E FOR A DISTANCE OF 65.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S 00°48'01" E, A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 42.43 FEET AT A BEARING OF S 45°48'01" E, FOR AN ARC LENGTH OF 47.12 FEET TO THE END OF SAID CURVE; THENCE RUN S 00°48'01" E FOR A DISTANCE OF 17.50 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 77.50 FEET, THROUGH A CENTRAL ANGLE OF 15°30'00", SUBTENDED BY A CHORD OF 20.90 FEET AT A BEARING OF S 06°56'59" W, FOR AN ARC LENGTH OF 20.97 FEET TO THE END OF SAID CURVE; THENCE RUN S 14°41'59" W FOR A DISTANCE OF 219.00 FEET; THENCE RUN N 75°18'01" W FOR A DISTANCE OF 100.00 FEET; THENCE RUN S 14°41'59" W FOR A DISTANCE OF 235.84 FEET; THENCE RUN S 88°41'38" W FOR A DISTANCE OF 435.56 FEET; THENCE RUN S 49°15'29" W FOR A DISTANCE OF 152.81 FEET TO THE POINT OF BEGINNING, CONTAINING 6.434 ACRES, MORE OR LESS.

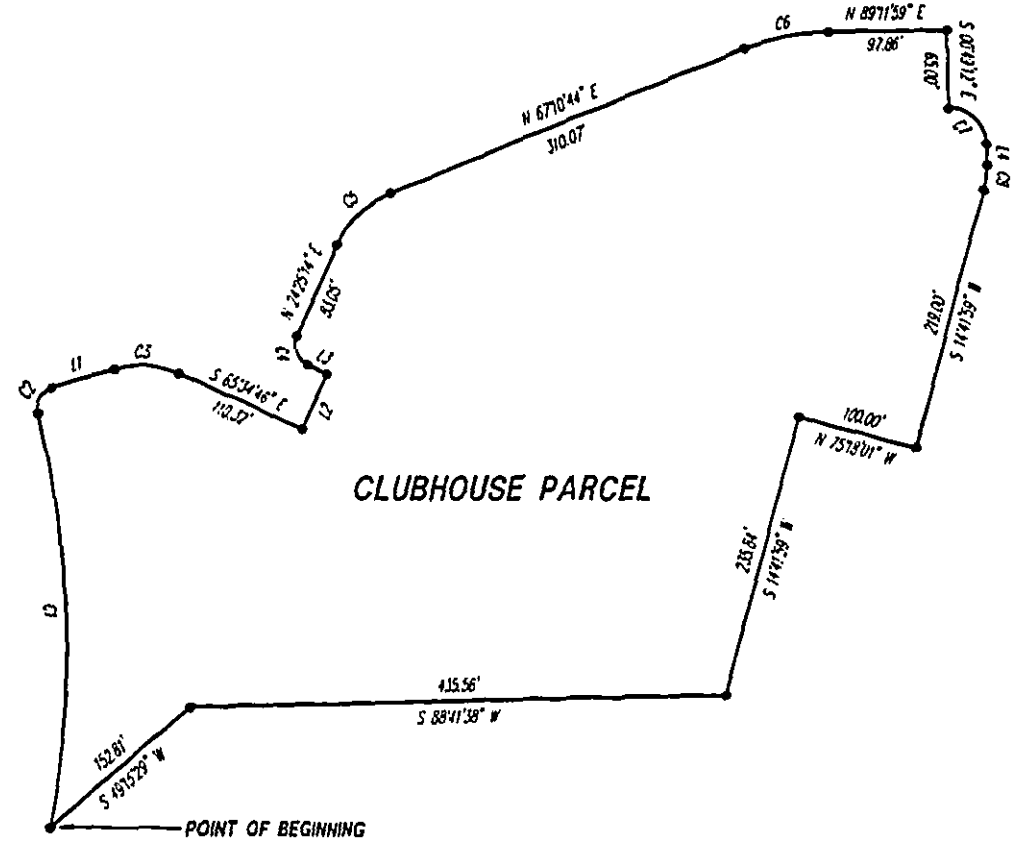
BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N 00°48'18" W.

Q. GRADY MINOR & ASSOCIATES, P.A.

SIGNED 7-2-97

TOM CHERNESKY, P.S.M. #5426
STATE OF FLORIDA

F:SURVEY\BF.CD



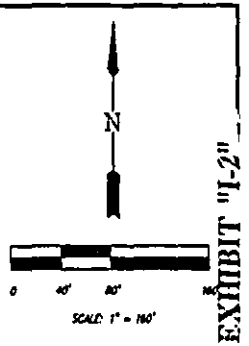




EXHIBIT "1-2"

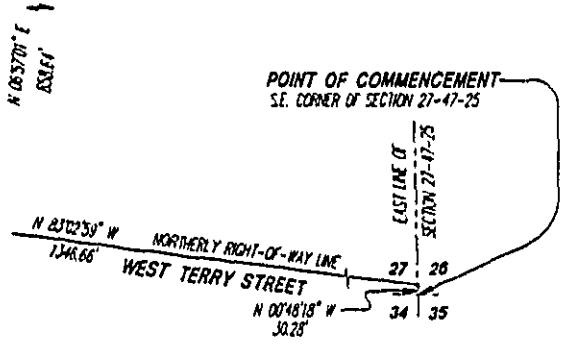
Page 3

### LINE TABLE

| LINE | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N 73°14'46" E | 5.93' |
| L2 | N 24°25'14" E | 50.00' |
| L3 | N 65°34'46" W | 17.55' |
| L4 | S 00°48'01" E | 17.50' |

### CURVE TABLE

| CURVE | RADIUS | LENGTH | TANGENT | CHORD | BEARING | DELTA |
|---|---|---|---|---|---|---|
| C1 | 790.00' | 343.11' | 174.30' | 340.42' | N 01°17'41" W | 24°53'04" |
| C2 | 17.50' | 26.57' | 16.60' | 24.09' | N 29°45'17" E | 86°58'59" |
| C3 | 75.00' | 53.90' | 28.17' | 52.74' | S 86°10'00" E | 41°10'28" |
| C4 | 17.50' | 27.49' | 17.50' | 24.75' | N 20°34'46" W | 90°00'00" |
| C5 | 82.50' | 61.57' | 32.30' | 60.15' | N 45°47'59" E | 42°45'29" |
| C6 | 182.50' | 70.14' | 35.51' | 69.71' | N 78°11'21" E | 22°01'15" |
| C7 | 30.00' | 47.12' | 30.00' | 42.43' | S 45°48'01" E | 90°00'00" |
| C8 | 77.50' | 20.97' | 10.55' | 20.90' | S 06°56'59" W | 15°30'00" |




THIS IS NOT A SURVEY

THIS SKETCH MAY HAVE BEEN REDUCED

| Revision | Date | Description | By |
|---|---|---|---|
| | | | |

SHEET 3 OF 3

DRAWN BY: T.C.

APPROVED: T.C.

SCALE: 1" = 160'

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (941) 947-1144 FAX : (941) 947-0375

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

**CLUBHOUSE PARCEL @ BONITA FAIRWAYS**

SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

| DATE: | PROJECT CODE: | DRAWING NUMBER: |
|---|---|---|
| JULY 2, 1997 | BF.CD | B-1168 |

OR: 872 PG2939

# State of Florida

## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BONITA FAIRWAYS COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on August 11, 1997, as shown by the records of this office.

The document number of this corporation is N97000004554.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Twelfth day of August, 1997

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

# ARTICLES OF INCORPORATION
# OF
# BONITA FAIRWAYS COMMUNITY ASSOCIATION , INC.

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OR 2872 PG 2940

Pursuant to Section 617.01201, Florida Statutes, these Articles of Incorporation are created by Kyle Shinbaum, 9751 W. Terry St., Bonita Springs, Florida 34135, as sole incorporator, for the purposes set forth below.

## ARTICLE I

NAME: The name of the corporation is Bonita Fairways Community Association, Inc. (the "Community Association").

## ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall initially be located at 9751 W. Terry St., Bonita Springs, Florida 34135, and subsequently at such other location in Lee County, Florida, as shall be determined by the Board of Trustees.

## ARTICLE III

PURPOSE AND POWERS: The purpose for which the Community Association is organized is to provide an entity for the operation of Bonita Fairways, a residential community, located in Lee County, Florida.

The Community Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit, and no portion of any earnings of the Community Association shall be distributed or inure to the private benefit of any member, trustee, or officer of the Community Association. For the accomplishment of its purposes, the Community Association shall have all of the common law and statutory powers and duties of a Florida corporation not for profit operating as a master homeowners' association under Sections 617.301 - 617.312, Florida Statutes (1997), except as expressly limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions for Bonita Fairways (the "Community Declaration"), or the Bylaws of the Association, and it shall have all other powers and duties reasonably necessary to operate Bonita Fairways, and effectuate the purposes for which the Community Association is organized pursuant to the Community Declaration as it may hereafter be amended, including but not limited to the following:

(A) To levy and collect assessments against the members of the Community Association to defray the costs, expenses and losses of the Community Association, and to use the proceeds of assessments in the exercise of its powers and duties.

(B) To purchase, acquire, own, lease, maintain, repair, replace or operate the Common Areas.

(C) To purchase insurance for the protection of the Community Association and its members.

(D) To create classes of membership, with each class having different voting rights and different rights to use association property.

(E) To reconstruct improvements after casualty and to make further improvements of the Common Areas.

(F) To make, establish, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Community Association.

(G) To contract, and to sue and be sued; and to enforce the covenants and restrictions in the Governing Documents.

(H) To employ accountants, attorneys, architects, or other professional personnel, and to contract for services necessary to perform the services required for proper operation and maintenance of the Community.

(I) To acquire, own and convey real property, and to enter into agreements, or acquire leaseholds, easements memberships, and other possessory or use interests in lands or facilities such as tennis courts, swimming pools, country clubs, golf courses, and other facilities. It has this power regardless of whether the lands or facilities are contiguous to the lands of Bonita Fairways, if they are intended to provide enjoyment, recreation, or other use or benefit to the Members.

(J) To borrow or raise money for any purposes of the Community Association; to draw, make, accept, endorse execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Community Association.

(K) To be responsible in perpetuity for maintenance of the Conservation Areas (i.e., all preserved, restored, or created wetlands areas and uplands buffer zones); and to take action against owners or Neighborhood Associations, if necessary, to enforce the conditions of the conservation easements and the permit issued by South Florida Water Management District for the Community.

(L) To be the responsible entity to operate and maintain the Stormwater Management System of the Community as permitted by South Florida Water Management District, including but not limited to, all lakes, retention areas, culverts and related appurtenances.

All funds and the title to all property acquired by the Community Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Covenants, these Articles of Incorporation and the Bylaws.

## ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: All owners of Lots and Living Units in the Community shall be voting members. There may be more than one class of membership. Membership and voting rights shall be as set forth in Sections 4 and 11 of the Declaration of Covenants for Bonita





ORB 872 PG 2941

Fairways, to which these Articles are attached as an Exhibit, and in the Bylaws of the Community Association.

ORB 872 PG 2942

## ARTICLE V

TERM: The term of the Community Association shall be perpetual. If the Community Association is dissolved, the property consisting of the Stormwater Management System shall be conveyed to an appropriate agency of local government. If it is not accepted, those properties must be dedicated or conveyed to a similar non-profit corporation to assure continued maintenance in perpetuity.

## ARTICLE VI

BYLAWS: The Bylaws of the Community Association may be altered, amended or rescinded in the manner provided therein.

## ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Trustees or by written petition of at least ten percent (10%) of the voting interests, and shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(B) Vote Required. Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by a majority of the voting interests at any annual or special meeting, provided that notice of any proposed amendment has been given to the Members of the Community Association, and that the notice contains the text of the proposed amendment.

(C) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of the County. The amendment must be recorded with the same formalities as required in Section 10.4 of the Bylaws for an amendment to the Bylaws.

## ARTICLE VIII

TRUSTEES AND OFFICERS:

(A) The affairs of the Community Association will be administered by a Board of Trustees consisting of the number of Trustees determined by the Bylaws, but not less than three (3) Trustees, and in the absence of such determination shall consist of three (3) Trustees.

(B) Trustees of the Community Association shall be elected by the Members in the manner described in the Bylaws. Trustees may be removed and vacancies on the Board of Trustees shall be filled in the manner provided in the Bylaws.

(C) The business of the Community Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Trustees at its first meeting following the annual meeting of the Members of the Community Association and shall serve at the pleasure of the Board.

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## ARTICLE IX

**INITIAL TRUSTEES:**

The initial Trustees of the Community Association shall be:

Kyle Shinbaum
9751 W. Terry St.
Bonita Springs, Florida 34135

Alan Goldman
9751 W. Terry St.
Bonita Springs, Florida 34135

Alan S. Foster
9751 W. Terry St.
Bonita Springs, Florida 34135

## ARTICLE X

**INITIAL REGISTERED AGENT:**

The initial registered office of the Association shall be at:

9751 W. Terry St.
Bonita Springs, Florida 34135

The initial registered agent at said address shall be:

Kyle Shinbaum

## ARTICLE XI

**INDEMNIFICATION:**

To the fullest extent permitted by Florida law, the Community Association shall indemnify and hold harmless every Trustee and every officer of the Community Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he is or may become a party by reason of being or having been a Trustee or officer of the Community Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Community Association, in a proceeding by or in the right of the Community Association to procure a judgement in its favor.

(B) A violation of criminal law, unless the Trustee or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Trustee or officer derived an improper personal benefit.

(D) Wrongful conduct by Trustees or officers appointed by the Declarant, in a proceeding brought by or on behalf of the Community Association.

In the event of an out-of-court settlement of litigation, the right to indemnification shall not apply unless a majority of the disinterested Trustees approves the settlement and indemnification as being in the best interest of the Community Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Trustee or officer may be entitled.

WHEREFORE the incorporator has caused these presents to be executed this 7th day of August, 1997.

By _____

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was executed before me this 7th day of August, 1997, by Kyle Shanbaum. He is personally known to me or did produce _____ as identification.

_____
Notary Public (SEAL)
Print name: _____

SUZANNE M. YOUNG
MY COMMISSION # CC 566869
EXPIRES: May 22, 2000
Bonded Thru Notary Public Underwriters

OR 2872 PG 2941

OR 2872 PG 2945

## ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the Bonita Fairways Community Association Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

Kyle Shimbaum

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97 AUG 11 AM 10:13

OR2872 PG2946

# BYLAWS
# OF
# BONITA FAIRWAYS COMMUNITY ASSOCIATION, INC.

**1. GENERAL.** These are the Bylaws of Bonita Fairways Community Association, Inc. (hereinafter the "Association" of the "Community Association"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

**1.1 Principal office.** The principal office of this corporation shall initially be located at 9751 W. Terry St., Bonita Springs, FL 34135, and subsequently at such other place as may be established by resolution of the Board of Trustees.

**1.2 Definitions.** All terms defined in the Declaration of Covenants, Conditions and Restrictions for Bonita Fairways (the "Declaration of Covenants") to which these Bylaws are attached as an exhibit, shall be used with the same meanings as defined therein.

**1.3 Seal.** The seal of the Community Association shall be inscribed with the name of the Community Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

**2. MEMBERSHIP AND VOTING RIGHTS.** Membership shall be as more fully set forth in Section 4 of the Declaration of Covenants, and as provided below.

**2.1 Voting rights; voting interests.** The owner of each Lot or Living Unit is entitled to one (1) indivisible vote in all matters upon which the members are entitled to vote. The total number of voting interests of the Community Association shall be equal to the number of Lots and Living Units which exist in the Community. except that during the period of Developer control of the Community Association, the number of voting interests shall be seven hundred fifty (750).

**2.2 Method of voting.** Except for the election of Trustees, all votes of the members pertaining to the Community Association shall be cast by the Voting Representatives of the Neighborhood Associations designated as provided in Section 3.6. This procedure, subject to any restrictions, limitations or conditions which may be imposed by law or by any Neighborhood Covenants or by other recorded instrument, may provide for votes to be cast in a block, or in the same manner as originally cast by its members, or in any other manner that is equitable and uniformly applied within the Neighborhood Association, and does not result in the casting of fractional votes. The failure of a voting representative to cast votes in the manner instructed by the Neighborhood Association which he represents, or by its members, shall not invalidate the votes as cast. Nothing herein shall require the use of secret ballots, except in the election of Trustees. Votes of the Declarant member shall be cast by its designated representative.

2.3 Prevention of duplicate voting. Neighborhood Associations whose only members are other Neighborhood Associations (if any exist) shall have no right to participate in voting in Community Association affairs.

OR2872 PG2947

2.4 Membership records. Records shall be maintained by the Community Association showing the names of the members, their addresses, the number of Lots or Living Units owned by each member, the class of membership and such other information as the Board shall require. Members may be issued identification cards or other evidence of membership, which may be wallet-size, setting forth the number of Lots and Living Units owned by the member, and such other information as determined by the Board. Admission to any Common Area, facility, meeting or affair of the Community Association may be conditioned upon production of a current identification by the member.

2.5 Transfer of membership. No member may transfer his Community Association membership, except as an appurtenance to his Lot or Living Unit. When a member ceases to be an owner, his membership automatically ends. Termination of membership in the Community Association does not, however, relieve or release any former member from any liability or obligation to the Community Association during the period of his membership, nor does it impair any rights or remedies the Community Association may have against the former member arising out of, or in any way connected with, membership and the covenants and obligations incident thereto.

2.6 Rights and privileges of members.

(A) Every member in good standing has the right to:

(1) Have his vote cast by his voting representative at the meetings of the members;

(2) Serve on the Board if elected;

(3) Serve on committees if appointed; and

(4) Attend membership meetings.

Each member is encouraged to take an active interest in Community Association affairs.

(B) Every member in good standing has the revokable privilege of using and enjoying the Common Areas, subject to the rules of the Community Association and the right of the Community Association to charge admission and other fees for the use of any facilities.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Community Association, and his privilege to use the Common Areas is not suspended.

2.7 Delegation of privilege to use Common Areas.

(A) In accordance with Section 4.4 of the Declaration of Covenants, a member may delegate his privilege to use the Common Areas to:

(1) A reasonable number of guests if accompanied by the member; or

(2) Residential tenants who reside in the member's Living Unit.

(B) In the case of residential tenants of the member's Living Unit, the delegating member must give prior written notice to the Community Association of such delegation. The written notification must state the name, age, permanent address, and other information about each residential tenant as the Board may reasonably require, and must state the length of time the delegation is to be effective.

(C) A member who has delegated his use privileges and is not in residence in Bonita Fairways may not use Common Areas during the period of the delegation, except as the guest of another member.

(D) Members are responsible for keeping the Community Association informed as to the identity of all persons who normally reside with the member and intend to utilize the Common Areas.

(E) The Board of Trustees may place reasonable limits on the number of guests a member can entertain, or the frequency and length of a delegation of use privileges, and may impose use fees for certain facilities or privileges, which fees may be more than the fees (if any) charged to members and their families.

(F) All delegations of privileges are subject to the one (1) family limitation described in Section 4.2 of the Declaration of Covenants.

2.8 Suspension of use privileges. The Board may suspend a member's privileges to use the Common Areas:

(A) For the period of time during which an assessment against the member remains unpaid longer than thirty (30) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Community Association's rules and regulations by a member or by any person to whom he has expressly or impliedly delegated his use privileges; or

(C) For misuse, abuse, or intentional destruction of Community Association property, real or personal; or

(D) For failing or refusing to provide advance notification to the Community Association of a an intended delegation of privileges.

Use privileges shall not be suspended until a reasonable notice of the intended suspension has been sent to the member, and the member has been offered a reasonable opportunity for a hearing. Suspension of any member's privileges temporarily revokes the privileges of the member and those who reside with the member to use and enjoy Common Areas and facilities, and to participate in Community Association affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Community Association to assess and collect any future assessment and lien, nor shall it impair the member's right of access to, and use of, his own Lot in a manner consistent with the Governing Documents. The suspension may apply to the member's right to vote in Association affairs, if permitted by law.





OR2872 PG2948

## 3. MEMBERS' MEETINGS.

3.1 Annual meeting. The annual meeting of the Association shall be held in the County during March or April of each year, at a day, place and time designated by the Board of Trustees, for the purpose of electing Trustees (after such time as the members other than the Declarant become entitled to do so) and transacting any other business duly authorized to be transacted by the members. Notice of the annual meeting shall be mailed or hand-delivered to each member not less than fourteen (14) days before the date of the meeting.

3.2 Special members' meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Trustees, and must be promptly called by the Secretary upon receipt of a petition signed by members having at least ten percent (10%) of the voting interests. The petition must be in writing and state the specific purpose or purposes of the meeting. Business at a special meeting shall be limited to the items specified in the request or stated in the notice of meeting.

3.3 Quorum. A quorum is attained at a members meeting by the presence in person of authorized voting representatives of at least thirty percent (30%) of the voting interests.

3.4 Vote required to transact business. The acts or resolutions approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

3.5 Notice of special meetings. Written notice of a special members meetings shall be mailed or hand-delivered not less than twenty-one (21) days prior to the date of the meeting. to the individual designated by each Neighborhood Association to receive Community Association notices, and to the Declarant, and need not be sent to all owners by the Community Association unless otherwise required by law. Thereafter, it shall be the responsibility of each Neighborhood Association to notify the owners of all Lots and Living Units regarding special meetings.

3.6 Voting Representatives. Each Neighborhood Association shall appoint and designate in writing to the Secretary of the Community Association, at least annually by January 1st of each year, the name and local mailing address of one person (who need not be an owner) who will serve as the Neighborhood's Voting Representative for that year. The notification must be signed by the Voting Representative indicating willingness to so serve. That person will:

(A) Receive Community Association notices;

(B) Represent the owners in that particular Neighborhood at special meetings of the Community Association;

(C) Cast votes for the Units within the Neighborhood; and

(D) Keep the Secretary of the Community Association informed of changes in the ownership of Units as they occur, and the names and addresses of the new Members.





ORB 872 PG 2949

An Alternate Voting Representative may be designated by a similar notice to serve in the absence or disability of the Voting Representative. The Voting Representative and the Alternate Voting Representative (if any) serve at the pleasure of the entity which appointed them.

OR2872 PG2950

**3.7** Adjourned meetings. Any duly called members meeting of the may be adjourned to be reconvened at a later time by vote of a majority of the voting interests present, regardless of whether a quorum has been attained. The date, time and place of reconvening must be announced at the meeting before an adjournment is taken. Any business may be transacted at the reconvened meeting that might have been transacted on the original date of the meeting, provided that a quorum has been attained for the meeting at either the originally scheduled time and place, or at the reconvened meeting.

**3.8** Order of business. The order of business at members meetings shall be substantially as follows:

(A) Determination that a quorum has been attained.
(B) Reading or waiver of reading of minutes of last members meeting.
(C) Reports of Officers
(D) Reports of Committees
(E) Election of Trustees (when appropriate)
(F) Unfinished Business
(G) New Business
(H) Adjournment

**3.9** Minutes. Minutes of all meetings of members and of the Board of Trustees shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Trustees at all reasonable times. Minutes must be reduced to writing within thirty (30) days after the meeting to which they relate, and must be kept for at least seven (7) years after the meeting.

**3.10** Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of meetings when not in conflict with the law, with the Declaration of Covenants, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

**3.11** Action by members without a meeting. Except the holding of the annual meeting and annual election of Trustees, any action required or permitted to be taken at a meeting of the members may be taken instead by mail, without a meeting, if written instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to approve the action at a meeting at which all of the voting interests were represented and voting. If the requisite number of written consents is received by the Association within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as though the action was approved at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Community Association shall send written notice of the action so taken to all members who have not consented in writing, but the failure to do so does not invalidate the action. Nothing herein affects the right of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

**4. BOARD OF TRUSTEES.** The administration of the affairs of the Community Association shall be by a Board of Trustees. All powers and duties granted to the Community Association by law, as modified and explained in the Governing Documents shall be exercised by the Board, without need for approval or consent by the members unless expressly required by law or by the Governing Documents.

4.1 Powers. The Board has authority to:

(A) Manage and control the affairs of the Community Association.

(B) Appoint and remove at its pleasure all officers, agents and employees of the Community Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may determine.

(C) Establish, levy, and collect assessments, fees and other charges as provided for by law or in the Governing Documents.

(D) Designate one or more financial institution(s) as depositories for Association funds, and appoint the persons authorized to sign checks or make withdrawals therefrom.

(E) With the prior consent of at least a majority of the voting interests, borrow money for Community Association purposes, and assign, pledge, mortgage or encumber any Community or Common Areas or future revenues of the Community Association as security therefor;

(F) Adopt, amend and rescind reasonable rules and regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith as it may deem necessary for the best interest of the Community Association and its Members. The Board may also establish and levy fees for the use of Common Areas or association property;

(G) Cause the Community Association to employ sufficient personnel to adequately perform the responsibilities of the Community Association;

(H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas;

(I) Make improvements to the Common Areas.

(J) Establish committees of the Community Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, and enter into agreements with any persons, including Declarant, relating to the orderly transfer of property from said person to the Community Association and such other matters as the Board may deem appropriate.

(L) Perform all other acts not expressly prohibited by Sections 617.301-617.312, Florida Statutes (1997), as amended from time to time, or the governing documents, and reasonably necessary for the proper functioning of the Community Association.

4.2 Number; qualifications. Initially the Board of Trustees shall consist of three (3) Trustees appointed by the Declarant, who are not subject to removal by the members, and who need not be members of the Community Association. The Declarant has the right to appoint all Trustees until the Turnover Meeting. When the Declarant control period is over, each Trustee elected by the members must be a member, or the spouse of a member. Each Trustee elected by the Members to represent a single Voting Group must be an owner or the spouse of an owner of a Lot in one of the Neighborhoods comprising that Group. At the Turnover Meeting, all Trustees then serving shall resign, and the size, composition of the Board, and the terms of office of the Trustees shall be determined as set forth in a Supplemental Declaration creating Voting Groups to be recorded before the Turnover Meeting, as described in Section 11.7 of the Declaration of Covenants. As long as at least five percent (5%) of the Lots that may ultimately be operated by the Community Association remain unsold, the Declarant shall be entitled to appoint an additional Trustee.

OR2872 PG2952

4.3 Nominations and elections. The non-Declarant Members in each Voting Group are entitled to vote in the election of the Trustee that represents their Voting Group, as well as in the election of any Trustees-at-large.

(A) Candidates. The Board shall adopt and utilize procedures whereby any person eligible to serve as a Trustee may qualify as a candidate and have his name on the ballot, by notifying the Community Association in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy which he is eligible to fill. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Community Association. Candidates may also be nominated in other ways if required by law.

(B) Election and Voting Materials. Candidates shall have a reasonable opportunity at their own expense to communicate their qualifications to the Voting Members and solicit votes. Any written materials distributed to the members by the Community Association regarding an election shall be non-partisan, and Community Association funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Community Association shall endorse, disparage, or comment on any Candidate or indicate whether a candidate is an incumbent, however the Community Association shall duplicate and distribute with the ballots or other voting materials, without editing, brief resumes of background and qualifications timely provided by any candidates who care to do so. The ballots and all other election and voting materials shall be distributed by the Community Association with the notice of the annual meeting described in Section 3.5 above.

(C) Balloting. Elections shall be by written secret ballot. The candidate within each Voting Group who receives a plurality of the votes cast shall be elected. The balloting for at-large seats (if any) shall be separate. Each member may cast as many votes as there are Trustees to be elected by his Group, but not more than one vote for any candidate. Each member may also cast one vote for each Trustee to be elected at-large, if any, it being the intent hereof that cumulative voting is prohibited. A member may waive the right of secrecy of his ballot. Election ballots shall be cast by the Members directly with their Neighborhood Association, which shall count the ballots at a Neighborhood Association Board meeting which is properly noticed and open to all owners in the Neighborhood, and deliver the certified results and the ballots to the Secretary of the Community Association in a sealed envelope, no later than 5:00 p.m. on the day before the election. Any ballots received after the first vote is counted at the

Neighborhood Association Board meeting shall be invalid. The sealed envelopes shall not be opened by the Community Association except as provided below.

(D) Vote Counting. On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Trustees shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

OR2812 PG2953

4.4 Vacancies on the Board. If the office of any Trustee or Trustees, except those appointed by Declarant, becomes vacant for any reason, a majority of the remaining Trustees, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. Any Trustee appointed by the Board shall be selected from the Class of Members or Voting Group who elected the Trustee who vacated the position. If for any reason there should arise circumstances in which no Trustees are serving and the entire Board is vacant, the Members shall elect successors at a special meeting by the same method as is provided for at the Turnover Meeting in Sections 4.2 through 4.4 above.

4.5 Removal. Any Trustee, except those appointed by the Declarant, may be removed from the Board with or without cause by vote of a majority of the voting interests of the Voting Group which elected that Trustee. Trustees may also be removed as provided in Section 4.8 below.

4.6 Organizational meeting. An organizational meeting of a new Board of Trustees shall be held within ten (10) days after the election of new Trustees at such place and time as may be fixed by the new Trustees at the meeting when they were elected.

4.7 Regular meetings. After turnover of control by Declarant, regular meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined in advance from time to time by a majority of the Trustees. Notice of regular meetings must be given to each Trustee, personally or by mail, telephone or facsimile, at least ten (10) days before the day of the meeting. At regular meetings any business of the Community Association may be transacted. If any Trustee elected by the Members is absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the fourth meeting, declare the office of said Trustee to be vacant, and may appoint a successor.

4.8 Special meetings. Special meetings of the Board may be called by the President or Secretary, and must be called by the Secretary if called for by a majority of the Trustees. Not less than forty-eight (48) hours notice of a special meeting must be given to each Trustee, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.9 Waiver of notice by Trustees. Any Trustee may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Trustee constitutes waiver of notice, unless that Trustee objects to the lack of notice at the beginning of the meeting.

4.10 Board meetings; notice to members. A meeting of the Board of Trustees occurs whenever a quorum of the Board gathers and conducts Community Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and discloses the nature and estimated amount of such assessments.

4.11 Quorum of trustees. A quorum at a Board meeting shall exist only when a majority of the Trustees are present in person. Trustees may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Trustee has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.12 Vote required. Except as otherwise required by law or the governing documents, the acts approved by a majority of the Trustees present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Trustees.

4.13 Presumption of assent. A Trustee who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Trustee on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.

4.14 Adjourned meetings. The majority of the Trustees present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.17 The Presiding officer. The President of the Community Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Trustees. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.18 Compensation of Trustees and officers. Neither Trustees nor officers shall receive compensation for their services as such. Trustees may not also be employees of the Community Association. Trustees and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.19 Emergency powers. In the event of an "emergency" as defined in Paragraph 4.18(G) below, the Community Association may operate and exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (1997), as amended from time to time.

(A) The Board may name as assistant officers persons who are not Trustees, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Community Association.



OR2872 PG2951

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Trustees with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Trustee or Trustees in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Community Association shall bind the Community Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Trustee or employee of the Community Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) An "emergency" exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event, such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during any period of time that civil authorities have declared a state of emergency exists in, or have ordered the evacuation of, the area in which the Community is located, or have declared that area a "disaster area." A determination by any two (2) Trustees, or by the President, that an emergency exists shall be presumed valid.

4.19 Committee meetings. This Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of committees, the ARC, and other similar bodies specified in the Governing Documents, and to any other committee or similar body appointed by the Board or any member thereof, or elected by the members, but only to the least extent required or permitted by law.

5. OFFICERS. The executive officers of the Community Association shall be a President and one or more Vice-Presidents, each of whom must be Trustees of the Community Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Trustees. Any officer may be removed, with or without cause, by vote of a majority of the Trustees at any meeting. Any person except the President may hold two or more offices. The Board of Trustees may also, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be necessary or convenient to manage the affairs of the Community Association. If the Board so determines, there may be more than one Vice-President.

5.1 President. The President shall be the chief executive officer of the Community Association, and shall preside at all meetings of the Members and Trustees; he shall be *ex officio* a member of all standing committees, shall have general and active management of the business of the Community Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Community Association, except when such are permitted by law to be otherwise executed, and the power to execute is delegated by the





OR2872 PG2955

Board of Trustees to another officer or agent of the Community Association. The President is a Trustee, and must vote with all other Trustees on all matters coming before the Board.

5.2 Vice-Presidents. The Vice-President or Vice-Presidents in the order of their seniority (age) shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and shall perform such other duties as the Board of Trustees shall assign.

5.3 Secretary. The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Trustees, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Community Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been elected.

5.4 Treasurer. The Treasurer shall be responsible for the collection, safe-keeping, and disbursement of funds, assets and securities of the Community Association, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Community Association, and the deposit all monies and other valuable effects in the name and to the credit of the Community Association in such depositories as may be designated by the Board of Trustees. He shall oversee disbursement of the funds of the Community Association, and shall render to the President and Trustees, whenever they may require it, an account of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been elected.

6. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Section 6 of the Declaration of Covenants shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; qualification. The Architectural Review Committee (the "ARC") shall initially be composed of three (3) persons, all appointed by the Declarant, who may also be then serving as Trustees of the Community Association. After the Declarant no longer has a right to appoint all of the Trustees, the ARC shall be increased to five (5) persons. Except for those appointed by the Declarant, and as otherwise provided in Section 6.5 below, no member of the ARC shall simultaneously serve as a Trustee. Whenever possible and practical, at least one member of the ARC should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

6.2 Selection; terms. The members of the ARC shall be appointed by the Board of Trustees of the Community Association to serve terms of one (1) year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the Board shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests of the members, and not by the officers or Trustees.

6.3 Compensation. If approved by the Board of Trustees, any or all members of the ARC may be compensated for their services.



OR2872 PG2956

6.4 Meetings. The ARC shall meet at least once during each quarter, and otherwise at the call of its Chairman as necessary to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to the Voting Representative of each Neighborhood Association at least one (1) week in advance, and any Owner having an interest in any business before the ARC who wishes to appear and be heard before the ARC may do so, subject to reasonable rules adopted by the ARC governing the frequency, duration, and procedures for member participation. Special meetings of the ARC may be called as needed by the Chairman.

6.5 Procedures; voting. A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions, however, shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Lot or Living Unit owned by a committee member, that member shall be disqualified from participation in the proceedings, and that person's place shall be taken by the then President of the Community Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing and delivered to the member within a reasonable time after the decision is made. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner or his authorized representative. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five (5) years.

7. FISCAL MATTERS. The provisions for assessments and fiscal management of the Community Association set forth in the Declaration of Covenants shall be supplemented by the following:

7.1 Depository. The Community Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Community Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

7.2 Budget. The Board of Trustees shall, at a November meeting each year, adopt a budget of general expenses for the next fiscal year. The budget shall accurately reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3 Reserves. The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

7.4 Fidelity bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Trustees and employees of the Community Association handling or responsible for Community



OR2872 PG2957

Association funds, shall be bonded in such amounts as determined by the Board of Trustees. The premiums for such bonds shall be paid by the Community Association.

7.5 Financial information to members. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared, and make available to each member without charge upon request, financial statements showing in reasonable detail the financial condition of the Community Association as of the close of the previous fiscal year, and an income and expense statement for the year, detailed by accounts. The financial statements of the Community Association shall be presented in conformity with generally accepted accounting principles and the audit and accounting guide for "Common Interest Realty Associations" of the American Institute of Certified Public Accountants.

7.6 Audits. A formal certified audit of the accounts of the Community Association, if required by law, or by a majority of the voting interests, or by a majority of the Board of Trustees, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each member.

7.7 Application of payments and commingling of funds. All monies collected by the Community Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Trustees. The books and records of the Community Association shall be kept in conformity to generally accepted accounting principles. All payments on account by an owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Trustees may determine, or as may be required by law.

7.8 Fiscal year. The fiscal year for the Community Association shall begin on the first day of January each year. The Board of Trustees may change to a different fiscal year in accordance with the provisions of the Internal Revenue Code of the United States.

7.9 Payment of assessments. Annual assessments based on the adopted budgets shall be payable annually (due on January 1 of each year or such other date as the Board of Trustees may determine). Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee. If the Board so determines, annual assessments shall be payable in equal semiannual installments due on January 1 and July 1 of each year, and, unless prohibited by law, the Board may establish a discount for paying the entire annual assessment in advance on or before January 1.

7.10 Special assessments. Special assessments may be imposed by the Board of Trustees whenever it deems them necessary to meet unbudgeted, emergency, or non-recurring expenses, or for other purposes authorized by the governing Documents. A special assessment is due on the day or days specified in the resolution of the Board approving the assessment. The notice to the owners that a special assessment has been levied must also contain a statement of the purpose(s) of the assessment, and the funds collected by that assessment must be spent for the stated purpose(s) or returned to the members in the form of a credit against future assessments, or in any other manner permitted by law. After turnover of control, the total of all special assessments levied in any fiscal year shall not exceed $200 per Lot or Living Unit unless approved in advance by a majority of the voting interests.

OR2872 PG2958

7.11 Proof of payment. Within fifteen (15) days after receipt of request from the owner, mortgagee, or purchaser of a Lot or Living Unit, the Community Association shall furnish a written statement signed by an officer or authorized agent of the Association, stating whether all assessments and other sums then due from any Lot or Living Unit have been paid, or the amounts then due or past due. Anyone other than the owner who reasonably relies upon this written statement shall be protected thereby.

OR2872 PG2959

## 8. TURNOVER OF CONTROL OF COMMUNITY ASSOCIATION.

8.1 Time of Turnover. Turnover of control of the Community Association occurs when owners other than the Declarant first elect a majority of the Trustees of the Community Association. The election of new Trustees is held in conjunction with a meeting (the "Turnover Meeting") of the members held not later than ninety (90) days after conveyance of title to purchasers of at least ninety percent (90%) of the Lots and Living Units that will ultimately exist within the Community. Unless the annual meeting of the members for the year in which turnover occurs has already been held, the Turnover Meeting shall also be the annual meeting for that year.

8.2 Procedure for calling Turnover Meeting. Not less than sixty (60) days prior to the Turnover Meeting, the Community Association shall notify in writing all Neighborhood Associations of the date of the Turnover Meeting. It shall be the responsibility of the Neighborhood Associations to notify their Members. At the Turnover Meeting the Trustees will be elected by the Members as further provided in Section 4 of these Bylaws, and all Trustees previously appointed by the Declarant shall resign.

8.3 Early Turnover. The Declarant may turn over control of the Community Association to the Members prior to the deadline for turnover set forth above by causing its appointed Trustees to resign, whereupon it shall be the affirmative obligation of the members to elect Trustees and assume control of the Community Association. If at least sixty (60) days notice of Declarant's decision to cause its appointees to resign is given as described in Section 8.2 above, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations if the Members refuse or fail to assume control.

8.4 Developer representative. The foregoing notwithstanding, the Declarant has a right, but not an obligation, to elect at least one member of the Board of Trustees as long as the Declarant or any developer is offering for sale in the ordinary course of business at least five percent (5%) of the Lots in the Community. After the Developer relinquishes control of the Community Association, the Developer may exercise the right to vote any Developer-owned interests in the same manner as any other member, except for purposes of reacquiring control of the Community Association or electing a majority of the Trustees.

**9. AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Trustees, or by a petition to the Board signed by at least twenty-five percent (25%) of the voting interests of the Community Association. Once so proposed, the amendments must be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

9.2 Vote required. Except as otherwise provided by law, or by specific provision of the Governing Documents, an amendment to these Bylaws so proposed shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests casting votes at any annual or special meeting of the members called for the purpose, provided that the full text of any proposed amendment has been given to the members with notice of the meeting. Amendments may also be approved without a meeting by following the procedure set forth in Section 3.11 above.

9.3 Amendment by Board of Trustees. As long as the Declarant has the power to appoint all Trustees, the Board of Trustees, by majority vote, may unilaterally amend these Bylaws in any manner it deems advisable, including without limitation , to correct errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments do not require a vote by, or consent of, the members.

9.4 Certificate; recording. A copy of each duly adopted amendment shall be attached to a certificate attesting to the facts leading to the adoption, which certificate must be executed by the President or Vice-President of the Community Association with the formalities of a deed. The amendment is effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration of Covenants was originally recorded.

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## 10. MISCELLANEOUS.

10.1. Gender; number. Whenever a pronoun is used in these Bylaws, the masculine or singular form shall be construed to include all genders; and be singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remainder of this Agreement shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants or the Articles of Incorporation of the Community Association, the provisions of the Declaration of Covenants or Articles of Incorporation shall prevail over the provisions of these Bylaws.

The foregoing constitute the first Bylaws of Bonita Fairways Community Association, Inc., and were duly adopted at the first meeting of the Board of Trustees held on _____.

Date:_____, 19___.

_____
Secretary

Attest: (CORPORATE SEAL)

_____
President